

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

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (the “Contractor”) collectively “the parties”.

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

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

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

**C.** “Delegate Agency” means the Contractor or Contractor’s successor-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.** “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 2017-2018.

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

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

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

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

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

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

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

**4. TERM:** The Agreement will commence on July 1, 2017, and will expire on June 30, 2018 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

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

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

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

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

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

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

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

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

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

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

**G.** Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that

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

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

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

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

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

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

1302.46, as may be amended from time-to-time and will ensure that any and all subcontractors will comply with said provisions.

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

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

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

## **7. COMPENSATION:**

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

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

**C. Invoices:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City

hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Five Hundred Thirty-Seven Thousand Six Hundred Thirty-Seven Dollars and Zero Cents (\$1,537,637.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

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

**F. Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Three Hundred Eighty-Four Thousand Four Hundred Nine Dollars and Twenty-Five Cents (\$384,409.25)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports



forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2017-2018, HHS may issue only a partial financial award for program costs for Program Year 2017-2018. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

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

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

## **8. REPORTS:**

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

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

In the event that the Contractor determines that it has not maintained



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

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

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

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

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

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

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

(8) **Other Reports.** The Contractor will prepare and submit any

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

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

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

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

**10. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under

Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

## **11. EXAMINATION OF CONTRACTOR RECORDS:**

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

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

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

## **12. AUDIT REQUIREMENTS:**

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

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

services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

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

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

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

#### **14. INSURANCE:**

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

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

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

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

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

(4) **Subdelegates, Subcontractors and Subconsultants:** All Subdelegates, Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same



coverages required of the Contractor. Contractor shall include all such Subdelegates or Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

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

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

**(6) Commercial General Liability:**

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

**(7) Business Automobile Liability:**

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

**(8) Student Accident:**

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

**(9) Commercial Crime (Fidelity):**

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

**(10) Additional Provisions:**

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

- (i) Defense costs are outside the limits of liability;
- (ii) A severability of interests, separation of insureds or cross liability provision; and



- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City

**(b)** For claims-made coverage:

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

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

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

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

## **15. DEFENSE AND INDEMNIFICATION:**

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

**B.** Contractor's duty to defend and indemnify the City Indemnities shall arise at the time written notice of the Claim is first provided to City regardless of whether

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

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

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

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

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

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in

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

## **18. TERMINATION:**

### **A. Notice of Deficiencies (with opportunity for corrective action).**

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

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

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

**(3)** Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan

on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

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

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

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

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

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

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

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

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

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

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

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

## **19. OTHER GROUNDS FOR TERMINATION:**

### **A. By the City.**

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

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

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

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

**B. By the Contractor.** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable

or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to ensure that adequate arrangements have been made for the transfer of Contractor's activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

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

## **20. PROCUREMENT:**

**A. Tangible Property.** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

**B. Inventory.** The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in



total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

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

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

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

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

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

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

**F.** In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit F**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A.** The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D.** All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;
- E.** Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

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

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

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

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

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

**J.** Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

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

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

**L.** No Discrimination in Program Participation (Federal Requirements). 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, 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). 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;

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

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

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

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

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

**N.** 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, 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). 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;

**O.** 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**;

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



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

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

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

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

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

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

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

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

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

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

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

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

**(c)** It has confirmed the employment eligibility of all



employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

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

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

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

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

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

**24. CONFLICT OF INTEREST:**

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

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

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

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

With a copy of any such notice to:

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

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

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

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

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

## **28. CONFIDENTIALITY:**

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

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

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

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

City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

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

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

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

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

**30. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing

and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

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

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

**38. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual

matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

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

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

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

**Exhibit List follows**



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

1. **Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2017-2018.
2. **Exhibit B**, Contractor's Budget.
3. **Exhibit C**, Calendar of Times and Days of Operations.
4. **Exhibit D**, Schedule for submission of reports.
5. **Exhibit E**, Certificate of Insurance.
6. **Exhibit F**, Site Locations.
7. **Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By\_\_\_\_\_

By\_\_\_\_\_

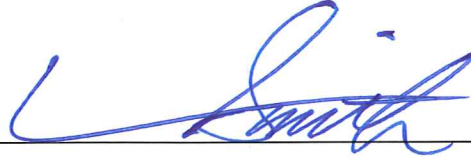
By\_\_\_\_\_



**Contract Control Number:** MOEAI-201734064-00

**Contractor Name:** Catholic Charities and Community Services of  
Archdiocese of Denver

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



Name: \_\_\_\_\_

*Laurence Smith*

(please print)

Title: \_\_\_\_\_

*President and CEO*

(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)



## **EXHIBIT A**

### **Catholic Charities**

### **Head Start Grant Application**

**2017-2018**

<b>Table of Contents</b>	
Long Range Goals, Objectives, and Program Impacts	Page 2
Service Delivery	Page 33
Approach to School Readiness	Page 35
Parent, Family, and Community Engagement	Page 44
Governance, Organizational and Management Structures, and Ongoing Oversight	Page 45
Budget and Budget Justification	Page 46

## 2017-2018 Catholic Charities Denver Great Kids Head Start Application

<b>Delegate Name</b>	Catholic Charities of the Archdiocese of Denver
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### Section I: Program Design and Approach to Service Delivery

#### Sub-Section A: Long Range Goals, Objectives and Program Impacts

**1. No updates or changes have occurred to the long range goals and objectives for this continuation grant application.**

**Goal #1:** All Denver Great Kids Head Start (DGKHS) children will receive **high-quality education** that ensures they are ready to succeed in school.

OBJECTIVE	STRATEGIES	MEASURES
All DGKHS students will meet or exceed widely held expectations.  This includes the goals of the School Readiness Plan that includes outcomes for social-emotional development, approaches to learning, physical development and health, language and literacy attainment, and cognitive and general knowledge skills.	Staff will use Teaching Strategies GOLD (TS GOLD) data to guide program design and continuous improvement.  The School Readiness Leadership Committee will be implemented to evaluate program performance and ongoing improvements.  Ongoing, targeted training for teaching staff and family service workers will be continued to increase School Readiness skills and enhance child outcomes.	TS GOLD Reports: All Domains  Sign-In sheets and meeting notes.  Sign-In Sheets, Evaluations

#### **Updates:**

Catholic Charities continues to place a high focus on our high-quality educational experiences for the children and families enrolled in our program to ensure School Readiness. Assessment Outcomes from our Teaching Strategies GOLD data from fall 2015 to spring 2016 show an increase the number of children meeting or exceeding widely-held expectations in all seven

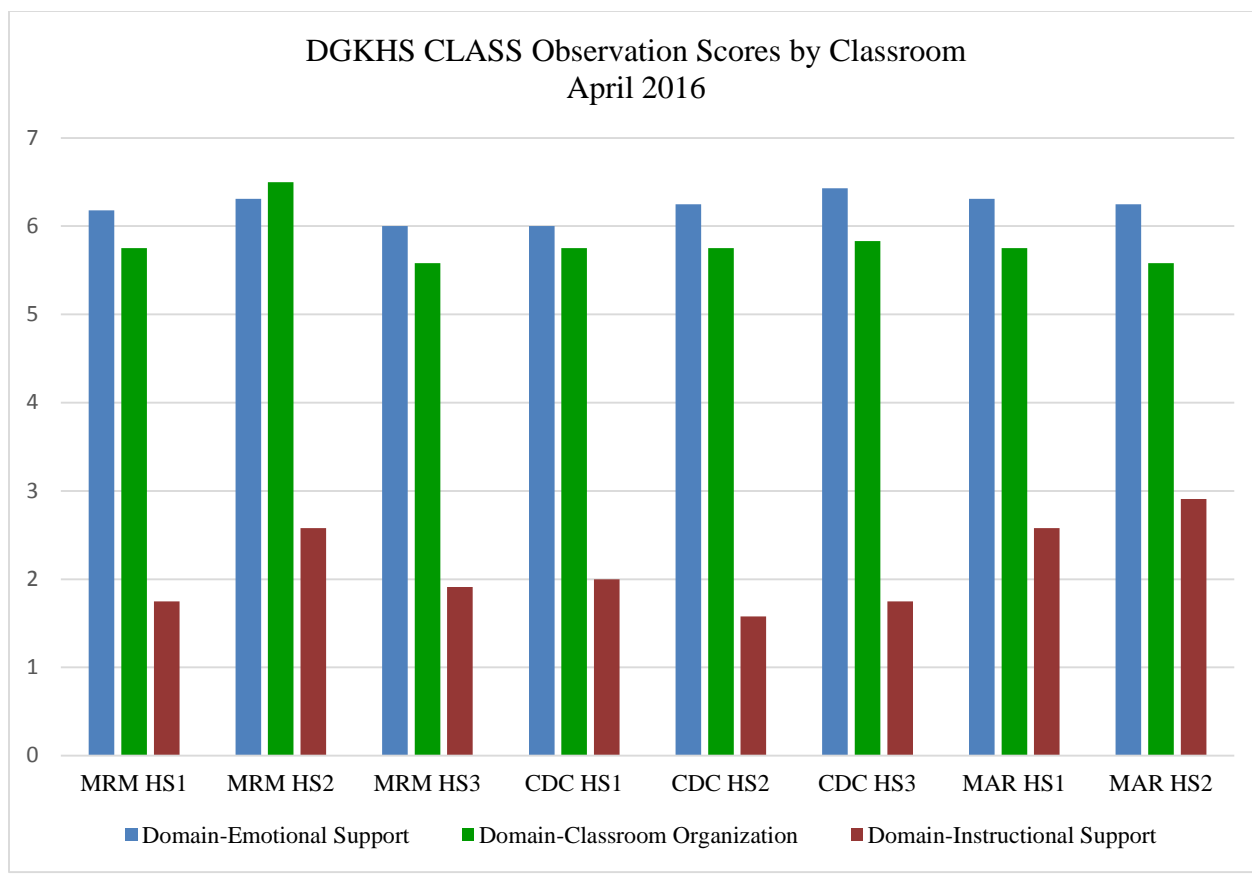


domains (Physical Fine Motor, Physical Gross Motor, Cognitive, Social-Emotional, Language, Literacy, and Mathematics). This demonstrates that we are meeting our program goals for School Readiness.

Catholic Charities Early Childhood Education (CCECE) Programs work with the new Colorado Shines Quality Initiatives Program to monitor program quality through licensing, Classroom Assessment Scoring System (CLASS) observations, and participation in the Quality Rating System. All six of our sites have been entered into the Colorado Shines system and have been assigned a Level Four Rating. We continue to work with our staff to maintain new information and to complete the Professional Development Information System (PDIS) requirements.

Licensing visits were conducted at all six sites, the findings were benign, for Child Development Center, Margery Reed Mayo Day Nursery, Mariposa, Garfield and Kentucky, and the necessary actions were completed and documented within the week. The response was written, sent, and filed before deadline. The annual licensing inspection was conducted for the Mi Segunda Casa site in February of 2015 during the last program year, with a citation regarding the outdoor play space. Traditionally, the site at Mi Segunda Casa was licensed to use the city park area across the street with a written plan in place to ensure that health and safety requirements were in place. During the licensing visit it was determined that above procedure was no longer within the guidelines of the rules and regulations. The site is located in a space without the area required to add a playground space on site so the determination was made to discontinue the license for the site and to close the program.

CLASS Observations were conducted by DGKHS in April of 2016 with the following results:



Classroom:	Overall Total CLASS Score:
Margery Reed Mayo HS 1	13.68 out of 21
Margery Reed Mayo HS 2	15.39 out of 21
Margery Reed Mayo HS 3	13.80 out of 21
Child Development Center HS 1	13.75 out of 21
Child Development Center HS 2	13.58 out of 21
Child Development Center HS 3	14.01 out of 21
Mariposa HS 1	14.64 out of 21
Mariposa HS 2	14.74 out of 21

CLASS observations were not completed for our Garfield, Kentucky, or Annunciation sites during the program year. While the ECE Programs scores in the Instructional Support domain are noticeably lower than the other domains, the national average for this area is between two and three.

Catholic Charities continues to invest in ongoing staff development to increase our teachers' knowledge and skills; these skills for the foundation for building a high-quality education program and maintaining high-quality environments which, in turn, increase School Readiness in children. All Head Start teachers have completed inter-rater reliability in TS GOLD to insure accurate assessment data. Targeted training was provided in August, September, October, and November. Topics included TS GOLD, the Creative Curriculum, Math, Inclusion, Science and Nature, Policy and Procedures, Child Abuse and Neglect, Pyramid Plus, high-quality environments, I Am Moving I Am Learning, Culture of Wellness, Multi-Tiered System of Support, Child Abuse and Neglect, Medication Administration, Ages and Stages and the Ages and Stages SE, CLASS, and others as identified by our Training and Technical Assistance Plan. Materials and supplies that support targeted topics were purchased to allow for implementation of the curricula in the classrooms. In addition we have over 20 staff members participating in a collaborative CDA Fall Cohort.

The ECE Leadership Team consisting of content area experts attended the National Head Start Association Family and Community Engagement Conference with the specialized focus on the new Performance Standards in December of 2016. This conference provided attendees with an overview of the new performance standards and extensive information to support overall School Readiness within our programs.

Newsletters for families included articles for families on School Readiness including "Staying School Ready" during the summer months.

We continue to assist staff in screening and referring children through training, this year focusing on the new Multi-Tiered System of Support (MTSS) and the new Referral for Observation (RFO) process to support children with suspected delays; this was completed in October 2016.

Head Start Teachers have used the class profile reports from TS GOLD to determine individual and class areas of strength and areas for growth toward School Readiness.

The School Readiness Committee merged with the Dual Language Learners Committee in August 2015 and continues to focus on transitions and family engagement.

Catholic Charities now has eight staff members participating in targeted math training hosted by Denver Great Kids Head Start to better support children's mathematical skills. The training is provided by the Erikson Institute. Catholic Charities has staff participating in both Level One and Level Two. Teams consisting of a teaching staff and educational support staff from each of our sites are attending this training. Staff members who are participating in the Erikson Institute are providing Math Minutes training at each all-staff training event. Materials and supplies that support math in the classroom are purchased, and modeled to support implementation in the classrooms. During this program year there was an increase in the growth for our children, particularly the three- to four-year-olds in the Math Domain. Although the area of math will remain an ongoing area of focus, we believe that the activities, training and attention provided in this area throughout the past year are the reason for this area's higher TSG scores.

OBJECTIVE	STRATEGIES	MEASURES
70% of teachers at each agency will hold a bachelor's degree (BA) or more advanced degree, and 100% of teachers' assistants meet or exceed credentialing requirements.	The program will conduct wage analysis for ECE staff positions and review job descriptions to maintain competitive salaries, increase retention, and improve recruitment.	Teachers and assistant teacher credentials Sign-In/Notes from Pay Scale Qualification Meeting

	The program will provide support and opportunities both in-house and through local community colleges and universities for ECE staff to obtain their Child Development Associate (CDA), Associate of Arts (AA), or BA degrees.	Tracking form for Coursework payments.  Documentation in Professional Development binder
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### **Updates:**

Catholic Charities continues to place a high priority on recruiting and retaining high-quality teaching staff to support the children and families in our program. We work to identify ways to support our staff in identifying and reaching their professional developmental goals. During this program year we have continued to implement the following strategies to reach this goal.

Catholic Charities identified and implemented a plan to significantly increase the pay rate for teachers with a BA in ECE or with an unrelated BA plus 24 credits. This policy was adopted for new hires beginning in October 2015 and for all current staff in November 2016. During this program year Catholic Charities has evaluated the Child Care Aide and the Teacher Assistant positions as well as our Family Service Worker positions and implemented an increase in the pay rates for these positions as well.

Catholic Charities offers stipends for teaching staff who complete coursework toward their associate's or bachelor's degree. During the fall 2016 semester, 12 Head Start staff members completed at least one course. As a retention tool, Catholic Charities offers a stipend to all teachers with a bachelor's degree who begin and complete the program year with us. During the 2015-2016 year, six teachers were awarded this stipend. Additionally, we are offering a signing bonus for new teacher who have obtained Bachelor's degrees on the completion of their first 90 days of work.



Catholic Charities works with staff to provide opportunities for them to remain qualified for their positions. Fifteen teaching staff members are attending Pyramid Plus training this fall in a collaborative Cohort to increase their knowledge. Twenty teaching staff members have begun participating in Preschool CDA training offered Mile High Early Learning which will support them becoming qualified to remain or become HS Teacher Assistants. Catholic Charities has had nine Head Start staff complete their CDA. Currently, 73% of CCECE Head Start teachers that have a BA or higher, which exceeds the target of 70%.

During the fall and winter semesters of 2016-2017, Catholic Charities paid tuition fees, and books, for 12 staff members to take a total of 17 classes for a total cost of \$11,955. This amount is in addition to the amount allocated for staff to attend conferences. Ongoing education is a top priority for Catholic Charities, and these initiatives demonstrate not only the value that our organization places on professional development, but also our dedication to improvements in the effectiveness of our workforce in order to provide the best care to children and families

OBJECTIVE	STRATEGIES	MEASURES
The program will enable students and families to make effective transitions from Head Start to Kindergarten.	School Readiness Leadership Committee will be implemented.	Pre- and post-program parent surveys for parents of children with IEPs  Percent IEP Transition Packets  Catholic Charities Transition Plan

#### **Updates:**

Catholic Charities Head Start places a continuing focus on transitions for our children and families into Kindergarten. We embed this discussion and planning into all aspects of our programing to ensure integration and knowledge of this important goal for our families and staff.

Forms used for transition planning are being updated. Two Head Start Lead Teachers are now members of the School Readiness Committee and are on the subcommittee focusing on the transition from Head Start to Kindergarten. Parents of children with IEPs/PBS plans who transitioned to Kindergarten in August have been supported with information/assistance during the transition, including after the child began Kindergarten.

Catholic Charities Education specialists have been working with our Head Start teaching staff to create effective classrooms, thereby increasing School Readiness. There has been a focus during this program year on math in the classroom. Program-wide training has been developed and implemented in the classroom through our Math Minutes training. Displays, materials and supplies along with developmentally appropriate activities and training on how to use them have increased the children's ongoing development in math. There is a continued emphasis on the children's socialization skills, such as building relationships, solving problems, and making friends. Developing these skills assists in re-enforcing our classroom rules and in building cooperative classroom communities. We are continuing to provide training on the CLASS model to assist teachers in building positive social interactions within the classroom.

Beyond working on our children's social skills, each of our classroom teachers individualize in developmentally appropriate ways to foster each child's literacy and language skills, including name and letter recognition.

Catholic Charities Early Childhood Education Programs each hosted a Kindergarten Roundup parent meeting in the late fall, inviting elementary school representatives from the area to present information to parents about their Kindergarten programs. Also, Catholic Charities staff attended and invited parents to attend the Open Enrollment Information meetings with Denver Public

Schools to assist families with children preparing to enter Kindergarten in the fall in obtaining necessary information. Classroom teachers implemented individualized transition activities in the classroom to help prepare children entering Kindergarten.

A short parent survey was developed and implemented in January 2016, to gather feedback from parents of children with IEPs. The initial results have been gathered and reviewed by the Director of Disabilities and Mental Health.

Family meetings were held for parents of all children referred for IEPs to explain the process and gather information on strengths and needs. One-hundred percent of children with IEPs transitioning from CC to Kindergarten received Kindergarten Transition Packets, which included: parent section with the child's most current IEP and Progress Notes, 3 P's (Parent to Parent, Pacer, & PEP), State of Colorado General Disabilities Supports Contact Information, Specific Disabilities Support Contact information based on individual disability of the child, and additional Pyramid Plus Backpack Toolkit information based on identified SE needs. The school section included a second copy of the child's most current IEP, progress notes, and any additional Behavioral Support Plans. The transition packets were reviewed with families by staff.

Catholic Charities continues to send staff and parents to the Parents Encouraging Parents (PEP) conference, which is a valuable family resource which provides support, information, and advocacy skills to parents to help them better support their children with IEPs.

### **Expected Outcomes:**

Catholic Charities utilizes a variety of strategies to promote School Readiness for the children in our programs. We know that a strong research-based curriculum and assessment system that encompasses all areas of development (including social-emotional development and language

and literacy) prepares children for success in school. Having a highly-qualified staff has been identified as a key factor in providing effective, high-quality, and developmentally appropriate early childhood programming.

At Catholic Charities, we believe that transition plans are an integral part of our program.

Evidence shows that the relationship between transition practices and achievement is moderated by Social Economic Status. “As hypothesized, the effect of transition practices on academic achievement was stronger for children from average- or low-income families than for children from more affluent backgrounds. High-income children were more likely to demonstrate high academic achievement in Kindergarten regardless of the transition practices offered at their school. In contrast, the predicted achievement scores of average- and low-income children receiving transition practices were substantially higher than they would have been had they attended schools that did not offer such practices.”

#### References

Schulking, A.B., Malone, P.S., & Dodge, K.A. (2005). The effect of school-based Kindergarten transition policies and practices on child academic outcomes. *Developmental Psychology*, 41(6), 80–71.

**Goal #2:** All Head Start children will receive **high-quality health, mental health, and nutrition services** that ensure they are healthy and ready to succeed in school.

OBJECTIVE	STRATEGIES	MEASURES
Families will know the health status of their children.	The staff will participate in Culture of Wellness Program (COWP).  The program will participate in the Integrated Nutrition Education Program.  Catholic Charities will provide information and	Overweight and Obesity rates  Percent of children enrolled in health insurance and have a medical home  Percent of children who have received health screening  Immunization Rates

	<p>resources to all families with children who are low/high Body Mass Index (BMI).</p> <p>I Am Moving I Am Learning Curriculum will be implemented in the classrooms.</p> <p>The staff will receive training on the ECE CARES program.</p> <p>The Second Step program will be implemented.</p> <p>Staff will continue to implement the Pyramid Plus Framework.</p>	<p>Percent of children who receive appropriate follow up care</p> <p>COWP reports</p> <p>Family correspondence/contact notes</p> <p>Education Quarterly Checklists</p> <p>Sign-In sheets, Evaluations</p>
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### Updates:

Catholic Charities is continuing to work with the Culture of Wellness Program (COWP) to increase staff and families' knowledge about their children's health. The health team and Family Service Workers (FSWs) have been working with multiple families with children with low BMIs to obtain special diet statements from Primary Care Physicians and implementing them in the Head Start classrooms.

Currently, 20% of enrolled children fall into the, overweight or obese categories, and 4% fall into the category of underweight. Health Services: Information and resources have been provided to, 100% of these families. According to our Mid-Year Program Information Report, 99% of the children enrolled in our program have health care insurance, and over 81% of the children enrolled are up to date on immunizations and well checks. Enrolled children have received a health screening, hearing and vision screenings were conducted at all sites during September and October with results going home to families for information and follow-up. We continue to conduct screenings as new children enter the program.

Culture of Wellness has assisted in the implementation of staff step programs at multiple sites which has encouraged more movement by the staff during outside times and has cultivated movement activities in the classroom. COW has also sponsored some “Toss It Tuesday” activities where they provide some salad fixings, our staff brings in the rest, and everyone has a healthy meal together. Walking clubs have assisted in creating an increase in classroom nature walks and a more active and involved teaching staff on the playgrounds.

Culture of Wellness has presented at Catholic Charities parent meetings, providing a three class session on healthy foods and healthy habits for parents at our CDC site. CM Dance has provided high energy activities for all Head Start classrooms during this program year.

COWP provided training for our Head Start staff during pre-service training in September.

Catholic Charities continues to implement all eight program components of COWP this year.

Integrated Nutrition Education Program (INEP) lessons are delivered on a biweekly basis to all Head Start Classrooms providing nutrition lessons complete with food, book and materials.

These are implemented in all classrooms at all sites.

I Am Moving I Am Learning (IMIL) activities are scheduled weekly in each Head Start classroom, which is reflected in the lesson plan. Ongoing training for both teachers and parents has been provided along with supplemental materials and supplies to implement the program in the classrooms and at home. Training on this topic was provided during our September and October Staff Training dates.

OBJECTIVE	STRATEGIES	MEASURES
Families are connected with services and providers.	During the enrollment process, and through ongoing work with families, Catholic Charities Family Service	Family correspondence/Contact Notes



	Workers (FSWs) determine the families' needs around health, mental health, and nutrition. They will assist the families in locating resources to meet their needs.	Enrollment forms: Strengths and Needs Assessment Health History Nutrition Assessment  Database documentation
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### **Updates:**

Catholic Charities Head Start programs work as a team with the Site Supervisors, Teachers, Family Service Workers, Health Specialists, Nurse and the Health Director, and Disabilities Director and others to ensure compliance and meet the needs of our children and families.

The health staff consistently provides the Director of Disabilities and Mental Health information on all children with behavior or developmental problems noted at enrollment. Our Head Start staff consistently follows protocol for children who have or have had an IEP or IFSP.

Mental Health, Disabilities, Education Meet and Greets were held at all of our sites between September and November, information was shared on the difference between discipline and punishment, handouts on local mental health services and parenting support programs specifically Safe Care , and also developmental stages information. A parent/child art activity was provided where together they made framed parent and child handprints. These informal opportunities allow for families to meet and network with key staff and each other, as well as receive information on services provided.

Catholic Charities FSW staff work to provide a variety of resources for our families, such as referrals to our EHS Prenatal programs, and other program options such as Combo Option or part-day programming to meet identified needs. During this program year to date, 62 families

received information on Mental Health services and 95 received information on Health/nutrition education.

We continue to use our revised nutrition assessment form to parallel the Culture of Wellness Program focus areas, and 100% of families complete these forms at enrollment.

Catholic Charities works in a collaborative relationship with Samaritan House and Father Ed Judy House homeless shelters, as well as other homeless programs in Denver to provide services to families, according the Mid-Year PIR report, we have served 66 Head Start children experiencing homelessness during this program year. Emergency resources have been provided to 144 families, Housing referrals to 39 families and parenting resources have been provided for 146 families.

Parent Acknowledgement forms are secured to support individual children and provide Mental Health support.

OBJECTIVE	STRATEGIES	MEASURES
All children will have a medical home.	During the enrollment process, Catholic Charities Family Service Workers (FSWs) determine whether families have a medical home. If not, then health/Family Service staff provides assistance in finding a medical home.	Number of children with medical home in the health database

#### **Updates:**

The Catholic Charities ECE staff works with families to secure a medical home and, as of December 2016, 95% of children in our program had a medical home, according to our data tracking system. The other 5% are currently being supported in securing a medical home or have left our program prior to establishing a medical home. When appropriate, The Director of

Disabilities and Mental Health offered additional medical support resource information on private services, such as speech language therapy through Denver Health.

OBJECTIVE	STRATEGIES	MEASURES
Children identified with needs for special health, mental health or nutrition services will receive assessments and connection to services.	Catholic Charities collaborates with the contracted Denver Health nurse to monitor the assessment process for all Head Start Children to ensure timely referrals and diagnosis.	Health Report Tracking Sheet

**Updates:**

In order to ensure a smooth transition into our program, FSWs coordinated with Disabilities and Mental Health staff to ensure that children coming into the program with identified needs were immediately identified for our Disabilities Coordinator or ECE Disabilities Specialist to ensure that all needed supports were in place, additional supports were identified and addressed.

Denver Health has completed all Health Reports for children being evaluated for an IEP.

Disabilities offered additional support resources for parents in need of additional funding and or support resources relative to an identified special health need, which might include information on how to access the Colorado Waiver Support Program or assistance in completing an application for SSI/Medicaid programs.

The Catholic Charities health team continues to utilize our revised Nutrition Assessment form to parallel COWP focus areas. This is completed at enrollment. 100% of children are receiving information and resources to access follow-up care as needed for identified medical conditions. Currently, 31 children enrolled in our program are designated as having a chronic condition, for which they receive treatment. 100% of these children are receiving the care needed.

Catholic Charities program staff continues to refer children from Early Head Start and Head Start programs for mental health services.

OBJECTIVE	STRATEGIES	MEASURES
Children and parents will have the skills and knowledge to increase physical activity and practice healthy nutritional habits.	The I Am Moving I Am Learning Curriculum will be implemented,  ECE CARES, Second Step, and Pyramid Plus Programs will continue to be implemented.	Percent of children who receive appropriate follow-up care  COWP reports

**Update:**

Catholic Charities Head Start implements the I Am Moving I Am Learning (IMIL) strategies in partnership with the Culture of Wellness Program to ensure children and parents have the skills and knowledge they need to practice a healthy lifestyle.

IMIL and COWP information and classroom activities are provided to all Head Start classrooms with materials for implementation. Classrooms are completing these activities as reflected in the weekly lesson plans. CM Dance has provided programming in all Head Start classrooms to model and encourage an active lifestyle. Information on health and nutrition is shared with families through newsletters and parent meetings.

Developmental planning occurred on a regular basis for each center with the multidisciplinary team, looking at classroom supports, individual children's goals and needs. The Disabilities Coordinator and ECE Disabilities Specialist partnered with individual teachers and parents to ensure that information regarding adaptive movement opportunities were established within the classroom for children with identified needs. The Disabilities Coordinator and ECE Disabilities Specialist collaborated with service providers to provide family updates that included three

things a family can do at home to support gross motor movement activities at home that were also being supported within their child's classroom.

OBJECTIVE	STRATEGIES	MEASURES
All children, staff, and families have access to mental health information and support.	ECE CARES, Second Step, and Pyramid Plus Programs will continue to be implemented.  Parents will be provided with scheduled opportunities to connect with mental health and disabilities support personnel.	Sign-In Sheets Evaluations Developmental Planning Notes Parent Acknowledgement Forms Newsletters

#### **Updates:**

Sites are providing opportunities for all families to meet every part of the staff, including the mental health team, which plays an integral role our family communication process. Beginning with the enrollment process and continuing with a variety of family engagement events, our mental health team and FSWs ensure that families have access to the resources they need. The Director of Disabilities and Mental Health and ECE Disabilities Specialist coordinated with Denver Mental Health to ensure that families were recognized as essential partners in their child's mental health. Individual family meetings, Positive Behavior Support plans for behavioral supports, and collaborative partnerships with Denver Mental Health were utilized to support both child and family access to Mental Health Care.

Denver Health provided training for all Head Start staff on accessing mental health consultation for children and families. Shared planning with Sewall and Denver Health has been completed for all sites. Parent Acknowledgement forms are completed as needed for EHS and HS.

Catholic Charities conducts monthly Developmental Planning team meetings for all classrooms to identify strategies and track progress on screening, evaluation, individualization, and the referral process for children in the program.

Meet and Greets were held at all sites, where the support team of Mental Health, Disabilities and Education Specialists were available to talk with families about supports and services. Materials and resources were available on the difference between discipline and punishment, handouts on local mental health services and parenting support programs specifically SafeCare. In addition, developmental stages information was available at all Meet and Greets.

Parent Acknowledgement forms for families to access support from EHS and HS Mental Health Specialists continue to be made available through Developmental Planning meetings and communication with FSWs. During this program year, 62 families received general information on mental health services, Denver Health Mental Health Consultants met with the parents of 44 children, individual mental health assessments were provided for nine children, and referrals for mental health services were made for 20 children.

**Expected Outcomes:**

Through Catholic Charities efforts around increasing Health, Mental Health and Nutrition services, families, parents and caregivers will gain knowledge about good nutrition and active lifestyles that will promote a healthier lifestyle for them and their children. Research has made it increasingly clear that children's school and later life success depends not only on their cognitive skills, but also on all aspects of health, including physical health, mental health, emotional well-being, and the ability to relate to others.



**Goal #3:** All Denver Great Kids Head Start **parents work to improve their own skills and are engaged as their children's first teacher** to ensure children are ready to succeed in school.

OBJECTIVES	STRATEGIES	MEASURES
Families will meet the goals as stated in their family partnership agreements.	Catholic Charities Family Service workers work with families to create a Family Partnership Agreement (FPA) within 45 days. Through ongoing communication and support, they assist families in moving toward their goals.	Percentage of families who have completed and have made progress toward plan goals including, but not limited to: GED completion ESL participation Employment obtainment

**Update:**

Catholic Charities works with families to create Family Partnership Agreements (FPAs), which include family-specific goals. As of December of 2016, 96% of our Head Start families had been offered and chosen to enter into an FPA. Of those, 3% have already completed their goals.

OBJECTIVES	STRATEGIES	MEASURES
Children and their families will have effective transitions to Kindergarten.	The School Readiness Leadership Committee will be implemented.  The ECE Director for Mental Health Disabilities and Mental Health will meet with families of children who are placed on an IEP to review the document, to identify the child's current developmental level, and to identify next steps and strategies.	Teaching Strategies GOLD data

**Updates:**

Catholic Charities continues to place a high focus on our high-quality education experiences for the children and families enrolled in our program to ensure School Readiness. Assessment Outcomes from our Teaching Strategies GOLD data from fall 2015 to spring 2016 show an increase in the number of children meeting or exceeding widely-held expectations in all seven domains, which include: Physical Fine Motor, Physical Gross Motor, Cognitive, Social-

Emotional, Language, Literacy, and Mathematics. This improvement meets our program goal criteria for School Readiness. Biannual Family Conferences allow teaching staff to regularly update the family of their child's progress and development as they prepare for their transition to Kindergarten.

All six Catholic Charities Head Start Sites have hosted Kindergarten Roundup meetings for families with children entering Kindergarten. Catholic Charities invited representatives from local schools to share information and meet with families. Catholic Charities staff and parents attended the Denver Public Schools School Choice Meetings in our service area, which provide information regarding transitioning into Kindergarten and School Readiness.

One-hundred percent of children with IEPs transitioning from CC to Kindergarten received Kindergarten Transition Packets, which included: parent section with the child's most current IEP and progress notes, 3 P's (Parent to Parent, Pacer, & PEP), State of Colorado General Disabilities Supports Contact Information, Specific Disabilities Support Contact information based on individual disability of the child, and additional Pyramid Plus Backpack Toolkit information based on identified SE needs. The school section included a second copy of the child's most current IEP, progress notes, and any additional Behavioral Support Plans.

In addition, all of these parents were offered individual transitional supports, which included an outreach meeting between the child's new school and The Director of Disabilities and Mental Health or the ECE Disabilities Specialist to discuss identified needs, individualized new school, classroom, and teacher meeting prior to the school year start, a "Meet My Child" informational documentation, and individualized Social Emotional Scripted Stories.

OBJECTIVES	STRATEGIES	MEASURES
Families will consistently engage in Head Start.	Parents and Children Together Time (PACTT)	In-Kind Forms Program Outreach to parents:

	<p>take-home backpack program will provide families with enrichment materials.</p> <p>The ECE director for Mental Health Disabilities will meet with families of children with an IEP to review the document, to identify the child's current developmental level, and to identify next steps and strategies.</p> <p>Catholic Charities recruits parents to participate in committees and stay involved in the program in meaningful ways, including: the School Readiness committee, policy council, and transition events.</p> <p>The program provides Head Start parents with educational and leadership development opportunities.</p>	<p>Newsletters Invites Flyers</p> <p>Parent Participation documentation: In-Kind forms Evaluations Surveys Sign-In Sheets</p>
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### **Updates:**

Catholic Charities Head Start programs have placed a high priority on engaging families in meaningful ways to encourage growth and ensure that we are receiving input regarding our program from the families we serve.

Catholic Charities Early Childhood Education Programs offer Family Engagement Events every month at all sites. These events provide opportunities for families to network, share information and gain knowledge and training on a variety of topics. Topics have included, Learn to Grow and Grow to Learn—A child and parent planting and learning activity, End of Year Celebrations with a focus on Transitions, Backyard BBQ and Resource Fair (local dentist, the library and the Denver Museum of Nature and Science), Back to School and School Readiness, Mental Health

Meet and Greet, Kindergarten Transition, Summer Fun: Summer Safety & Staying School Ready over the summer, a Family Fiesta (a carnival celebrating diversity), Denver Library, Department of Human Services, and Cooking Matters.

During our September all-staff training, a review of our BackPACTTs was conducted, and newly refilled backpacks were provided to all sites. These allow families to take home School Readiness activities to work on with their child at home, enhancing the creative curriculum and Teaching Strategies GOLD.

Family members from our programs have been participating in staff interviews, the School Readiness/DLL Committee, Self-Assessment, providing valuable parent insights, gaining skills and learning more about our program. Catholic Charities has been able to offer opportunities for former and current HS and EHS Parents to attend CDA Training for Infant Toddler and Preschool.

Catholic Charities Head Start offers family members opportunities to attend local, regional, and national conferences such as Parents Encouraging Parents (PEP), and the Rocky Mountain Early Childhood Conference.

Catholic Charities continues to maintain a part-time, entry-level teacher aide position, which has allowed us to hire three parents of children who attend our program during this fall 2015. Head Start classroom teachers encourage parents to volunteer in our classrooms, and we have several parents volunteering on a regular basis. Catholic Charities also provides leadership opportunities for our parents to participate in, including our Policy Council and serving as representatives to the Denver Great Kids Policy Council as Delegate Representatives. We currently have Policy

Council representation from all of our sites and options and have seated a quorum at all meetings this program year.

Family meetings are held for parents of all children referred for IEPs to explain the process and gather information on strengths and needs.

A new contact form with information for Disabilities and Denver Mental Health was provided to parents, and a new section titled “Ask Me About” with a quick synopsis of individual support services, and direct contact information provided by the Director of Disabilities a Mental Health and Denver Mental Health. The implementation of the contact form came from directed feedback from policy council parents with children that have IEPs.

Individual family meetings to explain the disabilities evaluation process prior to an RFO submission, attendance at staffing, and annual IEP reviews were attended by either the Director of Disabilities and Mental Health, or the ECE Disabilities Specialist. Parents with questions or concerns related to their child’s IEP, services being provided, or additional ideas for supports and resources to support their child’s needs both at home and at school were addressed.

Direct coordination and participation by either the Director of Disabilities and Mental Health, or the ECE Disabilities Specialist, was initiated in the creation and implementation of Individualized Positive Behavior Support Plans within classrooms for children in need of secondary and tertiary levels of social-emotional supports, this resulted from directed teaming and feedback from parents, and Denver Mental Health.

Our programs have recorded 329 volunteers so far this fiscal year (July-June). We have reported 1,138.58 hours of volunteer in-kind hours from July 2016 through December 2016, which is an average of 190 hours per month.

**Expected Outcomes:**

Research suggests that meaningful engagement of families in their children's early learning supports School Readiness and later academic success. By helping families build skills, connecting families with resources, and creating opportunities for families to be involved in meaningful ways, we increase parent involvement and assist parents and caregivers in preparing their children for later school success.

**Goal #4:** All Denver Great Kids Head Start children with disabilities will experience **high-quality and inclusive learning environments** to ensure they are ready to succeed in school.

OBJECTIVES	STRATEGIES	MEASURES
Children with IEPs will improve in overall School Readiness.	Staff will be provided with guidance on creating inclusive learning environments.  ECE Director for Disabilities and Mental Health will meet with teachers of children on IEPs to review the child's current levels and to identify the next steps and strategies.  The program will continue to collaborate with Denver Public Schools, Sewall, and Child Find to provide parents with continued support and eligibility.	TS GOLD Growth report  Timeline for evaluations  IEPs transitioned to Kindergarten  Retention rate for children with IEPs  Development Planning Meeting Notes

**Updates:**

Catholic Charities implements many strategies to ensure that all children, including children with identifies special needs, improve in overall School Readiness.

The implementation of the new DGKHS Collaborative Planning Form was adapted by Catholic Charities following the feedback and final approval of the Educational Leadership Team. The

use of the newly adapted Collaborative Planning form has allowed teachers, ECE Specialists, Director of Disabilities and Mental Health, Family Service Workers, and Center Site Supervisors teaming that quickly identifies additional support resources needed for individual classrooms, teachers, children, and family members. Disabilities and Mental Health have also utilized the new Collaborative Planning form to ensure the accurate and efficient ongoing monitoring of a Multi- Tiered System of Support data for anticipated RFOs. And, finally, the new Collaborative Planning form allows for both educational leadership and Disabilities and Mental Health to identify recurring supports or issues that can be addressed through future training opportunities. Collaborative Planning meetings are held monthly at each site. Teachers, FSWs, Denver Health, ECE Director of Disabilities and Mental Health, Site Supervisors, and Sewall representatives are present. These teams working toward the integration of TS GOLD reports, weekly lesson planning, and the MTSS process.

The Catholic Charities Director of Disabilities and Mental Health continues to meet with our Sewall liaison on a monthly basis to review children on IEPs, RFOs, and upcoming evaluations. She also meets with the DGKHS Disabilities Director to discuss concerns and status of the RFO process, and completes the Data Tracking Sheet submitted to the City on a monthly basis. DGKHS provided an annual TS GOLD Growth Report for all Delegate Agencies, with an individual agency breakdown and comparison chart in consideration of both strength and growth area opportunities. Currently Disabilities and Mental Health are in process of inputting individualized data into the new ChildPlus System. The new system implemented by Catholic Charities ECE Programs in July should allow for easier progress monitoring of data and goals for individual child, classroom, center, and agency growth monitoring and measurement.



ECE Director of Disabilities and Mental Health serves on the RMHS ICC (Interagency Coordinating Council) with an emphasis on smooth transitions from Part C to Part B services. ECE Director of Disabilities and Mental Health presents internationally, nationally, and within Colorado on supporting families with behavior challenges and the Catholic Charities Multi-Tiered System of Support for families.

OBJECTIVES	STRATEGIES	MEASURES
Children will receive timely evaluation and effective IEPs as appropriate	<p>In coordination with Denver Health and the Health Nurse, Catholic Charities staff refer and tracks children through the evaluation process to ensure a timely and complete process for each child.</p> <p>Catholic Charities Staff meet monthly with the nurse to discuss the screening and referral process for children in the program.</p>	<p>Tracking Sheet</p> <p>Vision/Hearing/IEP Health Report</p> <p>Meeting notes</p> <p>Sign-In sheet.</p>

### Updates:

Catholic Charities Head Start staff work collaboratively to ensure timely evaluations and effective IEPs for the children in our program. Catholic Charities currently has 23 children with IEPs, exceeding the 10% required quota for our Head Start Grant.

Catholic Charities Director of Disabilities and Mental Health continues to implement the new RFO/MTSS process with DGKHS, Sewall, and Denver Health in September. Catholic Charities Director of Disabilities and Mental Health completes a monthly data tracking sheet which is submitted to DGKHS. The CC Health Reports are completed in a timely manner by our health team as required. The implementation of the ChildPlus Data system for Catholic charities ECE programs as added the additional tracking capabilities through the use of the PIR data monitoring system within ChildPlus. In addition, ChildPlus has allowed for additional medical, health,

vision, hearing, and disabilities documentation (Evaluation Reports, Progress Notes, and to be uploaded and shared immediately with the Health Nurse. The Catholic Charities Director of Disabilities and Mental Health continues to meet with Sewall coordinators regarding the referral process and has met with our liaison to discuss the status of referrals and IEPs.

The Health Team and Nurse have completed all IEP Health Reports and have assisted in providing hearing evaluations for all children being evaluated for special education services.

Transition Notebooks were created for all children with IEPs who were transitioning to Kindergarten. They include information for both parents and the new school to create a shared knowledge of the child's strengths and strategies that are effective in working with the child, as well as copies of the IEP document. These packets help to create a smoother transition for the children and their families.

OBJECTIVES	STRATEGIES	MEASURES
Children will have effective transitions to Kindergarten	<p>Transition meetings are held for children with IEPs with the Special Education teams at the elementary schools to ensure smooth transitions from Head Start into Denver Public School classrooms.</p> <p>Catholic Charities staff creates a Transition Folder for families with children on IEPs.</p> <p>Catholic Charities staff creates a Meet My Child Sheet for families to present at the school for their children with IEPs.</p>	<p>Parent Acknowledgement of Transition folder</p> <p>Sign-In Sheets</p> <p>Transition survey for families of children with IEPs</p>

**Updates:**

Through our developmental planning, the Director of Disabilities and Mental Health was able to make Kindergarten Transition Notebooks for all of our five-year-old children transitioning to Kindergarten in the fall. , Mental Health and Disabilities: 100% of the families with children entering Kindergarten with an IEP had Kindergarten transition folders delivered. All parents of children with Kindergarten transitional IEPs were offered the additional support services of the Director of Disabilities and Mental Health and the ECE Disabilities Specialist attending a transitional meeting with each child's new public school relevant administrative and teaching staff. For fall of 2016, approximately 50% of the parents with children transitioning into the public school setting utilized this additional transitional support service.

The Director of Disabilities and Mental Health utilized critical feedback from the Transitional Survey submitted to parents in spring of 2016 to evaluate for the effectiveness of the transitional notebooks, and plan accordingly for the supports identified by parents prior to the Fall 2016 school transition and delivered them throughout the summer based on their end dates with Catholic Charities. The notebooks provided suggestions for parents to help their children make a successful transition to the next level and could also be used as a tool for Kindergarten teachers. All of the IEP Transition Notebooks were reviewed and completed with families to ensure their knowledge and confidence as they transitioned to Kindergarten.

Catholic Charities works to support effective transitions to Kindergarten for our children and families. In September 2016, we were able to support multiple families in their child's new Kindergarten classroom through conversations, resources, and attendance at multidisciplinary school meetings.

**Expected Outcomes:**

Catholic Charities works to ensure that children are screened and assessed to address special needs early and to provide appropriate intervention at the earliest time to maximize outcomes and School Readiness for children with identified special needs. Early identification and intervention programs have been shown to yield benefits in academic achievement, behavior, educational progression, and attainment, among other domains.

**Goal #5:** Denver Great Kids Head Start **operations and financial administration are efficient and effective**, ensuring that resources support preparing Head Start children for school.

OBJECTIVES	STRATEGIES	MEASURES
Financial management is transparent and financial and operational systems are streamlined.	Access and leverage established economies of scale to provide effective resources for the program.	Audit findings
Services purchased and negotiated are in alignment with School Readiness data (TS GOLD results) and needs as demonstrated in the Community Assessment.	Create data analysis (Teaching Strategies GOLD, Community Assessment) that guides programmatic design and financial investments.	Financial projections
Meetings with delegate agencies are effective and productive.	We work toward policy advocacy for School Readiness and early childhood education.	Percentage of administrative costs (not to exceed 15%)
Communication is clear and timely.	Catholic Charities will work with our IT contractors to utilize updated technology to maximize efficiency.	Delegate surveys and feedback

**Updates:**

The Catholic Charities Head Start program continues to focus on efficiency and the use of technology as an integral part of our offices and classrooms. The ECE Director of Education has continued to lead a Technology Committee to identify goals and strategies for implementing

technology into the classrooms. Work is continuing with the IT department to increase technology in the classroom.

Catholic Charities completed a VOIP phone system update for all facilities and programs, with direct access at all sites. All departments worked to identify new and existing systems and forms in order to create uniformity across our programs with clearly defined policies and procedures. Access to the necessary forms and information has improved with the ongoing development of a shared drive to allow uniform access to the most recent information and forms.

Catholic Charities has implemented a new data system, ChildPlus as of July 2016. The addition of this new system will increase our efficiency and effectiveness, and provide a system that will allow for individualization while meeting the data requirements of Head Start and Early Head Start. ChildPlus training was held for ECE Administrators, Site Supervisors, FSWs, and Health Team. The training covered the following modules within the database: Fiscal, Management, Human Resources, Education, Mental Health and Disabilities, Health, ERSEA, Attendance and Reporting. The implementation will be ongoing.

Catholic Charities completed the Annual Audit process with no findings.

### **Expected Outcomes:**

Maximizing resources and remaining current with technology will assist Catholic Charities Head Start in meeting goals and objectives and increase the efficiency and effectiveness of our staff.

### **Progress toward Program Impacts**

Catholic Charities believes that there will be an increase in the number of children entering Denver Public Schools ready to learn as the result of our efforts to accomplish our identified goals and outcomes for providing services to Head Start and Early Head Start children and their

families. We also believe that through family and community engagement opportunities and activities, we will see an increase in our parents' confidence to engage in both the Denver community and their child's education, thus creating more positive outcomes for their families and their communities. Through targeted recruitment and retention efforts, support for college coursework, and ongoing training and professional development opportunities, we will increase the quality of our teaching staff, which benefits not only our program, but also the Denver Early Childhood Education Community as a whole.

### **School Readiness Goals**

Catholic Charities School Readiness Committee has not implemented any changes to the School Readiness Goals. The following chart describes the goals:

<b>Domain</b>	<b>Goal</b>
Physical Well-Being and Motor 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.
Social and Emotional Development	Children will demonstrate growth in sense of self and meaningful social and emotional relationships with adults and peers supported by their family's knowledge of children's social-emotional needs.
Approaches Toward Learning	Children will demonstrate increasing ability to actively explore, notice, and seek relevant information about experiences supported by their families' active engagement with learning opportunities in the school and community.
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.
Cognition and General Knowledge	Children will demonstrate growth in higher order thinking (including reasoning, problem-solving) by applying knowledge of the physical and social world supported by their families' engagement in best practices for developing cognitive skills.

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

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

There have been no updates or changes to the needs of children and families for this program year.

### **2. Service Area**

Catholic Charities will continue to serve Head Start children and families in the Denver area boundaries as defined by Denver Great Kids Head Start.

### **3. Justification of Proposed Funded Enrollment and Program Options**

a. Catholic Charities will continue to serve our funded enrollment of 224 children. We will continue to offer Center Based Options: Full-Day, Extended Day, Part-Day, and Double Session, a Combination Option, and a Home Based Option to meet the needs of the Denver Community.

#### **b. Special Situation: Enrollment Reduction or Expansion**

Catholic Charities will not be reducing or expanding our program during the program year.

#### **c. Special Situation: Conversion**

Catholic Charities is not requesting any conversion slots for this grant period.

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

Catholic Charities successfully licensed and began providing Head Start services at our new Annunciation facility located at 3536 Lafayette Street in September 2016. This new opportunity was recognized as we closed our Mi Segunda Head Start Program located at 430 West 9<sup>th</sup> Avenue, due to a licensing citation for lack of playground space on site and the inability to



continue the use of the adjacent park for this purpose. The Head Start Classrooms at our Mariposa site are both operating as of July 2016. We will continue to operate programs at our existing four sites at Garfield, Kentucky, Child Development Center, and Margery Reed Mayo Day Nursery as well. We do not anticipate any new facilities for this Grant Application.

## **5. Recruitment and Selection**

There are no changes in the Eligibility, Recruitment, Selection, Enrollment and Attendance policies for Head Start required our program.

Catholic Charities Training and Technical Assistance Plan will continue to identify required training for our governance bodies and opportunities to provide additional training topics as identified by the Policy Council and the ECE Committee and Governing Board.

There are no changes to the Selection Criteria for our program for the next program year.

## **6. Transportation**

Catholic Charities Head Start does not offer direct transportation to program participants but will continue to coordinate transportation for families in need through Taxi Services and RTD Services, including Bus and Train Passes.

## **7. Educational Services**

Catholic Charities Head Start will not have changes to the Education Services for our program.

## **8. Health**

Catholic Charities Head Start has enhanced our Health program with the addition of a new Health and Nutrition Coordinator, with a Master's Degree in Public Health with a focus in Health Education, who will provide additional oversight for the health services for our program.

## **9. Family Services and Social Services**

Catholic Charities will not have significant changes to the Family and Social Services for our program.

## **11. Transition**

Catholic Charities will continue to place a high priority on transitions for our children and families but will not have significant changes for our program during the 2017-2018 year.

## **12. Coordination**

Catholic Charities will continue to foster existing partnerships and coordination with community entities currently in place. During this program year, we will continue to work and coordinate services and information with the new Colorado Shines Quality Initiative Program for the state of Colorado.

### **Sub-Section C: Approach to School Readiness**

#### **1. Updates to Approach in School Readiness**

Catholic Charities has not made any changes in our approach to School Readiness.

- a. Catholic Charities has not made any changes to our child assessments since our 2016-2017 program application.
- b. Catholic Charities Head Start has not made any major changes to our curriculum since our 2016-2017 program application.
- c. Catholic Charities Head Start has not made any changes in the observation tools used by our program.
- d. Catholic Charities School Readiness Outcomes Report

We have seen progress toward the School Readiness goals in our program as noted in the

following outcomes report. The following reports show how each age group did across seven domain areas in terms of meeting and or exceeding widely-held expectations. They are arranged from highest domain area for the number of children who meet and or exceed expectations to lowest domain area.

### **Outcomes Tracking Results for Head Start 2015-2016:**

#### **3-Year-Old Children Meeting or Exceeding Expectations\***

<b>Domain Area</b>	<b>Fall 2015</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Physical-Fine Motor	85%	96%	94%
Social-Emotional	74%	84%	88%
Cognitive	75%	84%	84%
Language	65%	74%	75%
Literacy	56%	74%	74%
Mathematics	48%	70%	69%

\*According to the Comparative Report for three-year-old children from fall to spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

#### **Spanish Language Domains:**

#### **3-Year-Old Children Meeting and Exceeding Widely-Held Expectations\***

<b>Domain Area</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Spanish Language	72%	76%
Spanish Literacy	68%	80%

\*According to the Comparative Report for three-year-old children from winter to spring.

#### **3-Year-Old Children English Language Acquisition Progress\***

<b>Skill</b>	<b>Fall 2015</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Listening to and understanding English	68% are Progressing or higher 40% are Increasing or higher 15% are Advancing	71% are Progressing or higher 36% are Increasing or higher 17% are Advancing	87% are Progressing or higher 55% are Increasing or higher 20% are Advancing
Ability to speak in English	68% are Progressing or higher 40% are Increasing or higher 15% are Advancing	71% are Progressing or higher 36% are Increasing or higher 17% are Advancing	75% are Progressing or higher 37% are Increasing or higher 17% are Advancing

\*According to the Comparative Report for three-year-old children from fall to spring.

**Fall to Winter: Six Areas from most growth to least growth for three-year-olds\*:**

Social-Emotional demonstrated the most growth at 7%.

Language, Literacy and Math demonstrated 5% growth.

Physical and Cognitive had the least growth with 4% growth.

\*According to the Comparative Report for three-year-old children from fall to winter all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

**Fall to Spring: Six Areas from most growth to least growth for three-year-olds\*:**

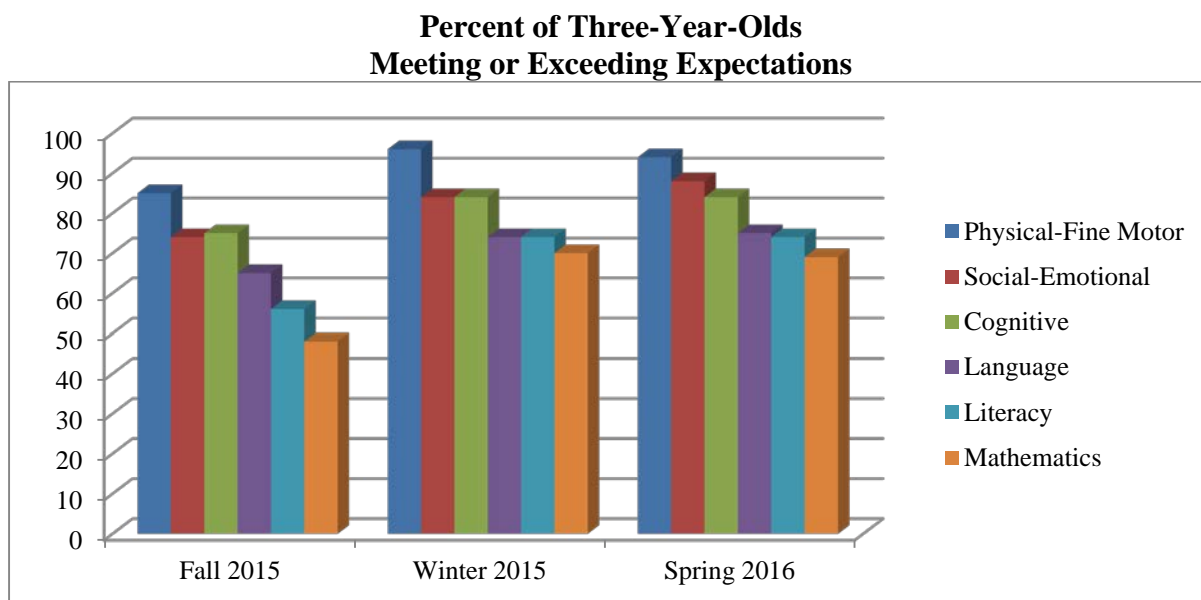
Social Emotional and Cognitive demonstrated the most growth at 11%.

Language and Math demonstrated 10% growth.

Literacy demonstrated 9% growth.

Physical demonstrated the least growth at 8%.

\*According to the Comparative Report for three-year-olds from fall to spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.



#### **4-Year-Old Children Meeting or Exceeding Widely-Held Expectations\***

<b>Domain Area</b>	<b>Fall 2015</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Physical-Fine Motor	71%	88%	94%
Social-Emotional	58%	69%	79%
Cognitive	57%	63%	82%
Language	60%	75%	87%
Literacy	48%	67%	82%
Mathematics	16%	40%	57%

\*According to the Comparative Report for four-year-old children from fall to spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

#### **Spanish Language Domains:**

#### **4-Year-Old Children Meeting and Exceeding Widely-Held Expectations\***

<b>Domain Area</b>	<b>Fall 2015</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Spanish Language	67%	80%	80%
Spanish Literacy	75%	80%	92%

\*According to the Comparative Report for four-year-old children from fall to spring.

#### **4-Year-Old Children English Language Acquisition Progress\***

<b>Skill</b>	<b>Fall 2015</b>	<b>Winter 2015</b>	<b>Spring 2016</b>
Listening to and understanding English	88% are Progressing or higher 62% are Increasing or higher 23% are Advancing	93% are Progressing or higher 72% are Increasing or higher 28% are Advancing	97% are Progressing or higher 97% are Increasing or higher 42% are Advancing
Ability to speak in English	88% are Progressing or higher 62% are Increasing or higher 23% are Advancing	93% are Progressing or higher 72% are Increasing or higher 28% are Advancing	97% are Progressing or higher 81% are Increasing or higher 39% are Advancing

\*According to the Comparative Report for four-year-old children from fall to spring.

#### **Fall to Winter: Six Areas from most growth to least growth for four-year-olds\*:**

Cognitive demonstrated the most growth at 6%.

Social Emotional, Language, Literacy, and Math demonstrated 5% growth.

Physical demonstrated the least growth at 4%.

\*According to the Comparative Report for four-year-olds from fall to winter all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

**Fall to Spring: Six Areas from most growth to least growth for four-year-olds\*:**

Cognitive demonstrated the most growth at 12%.

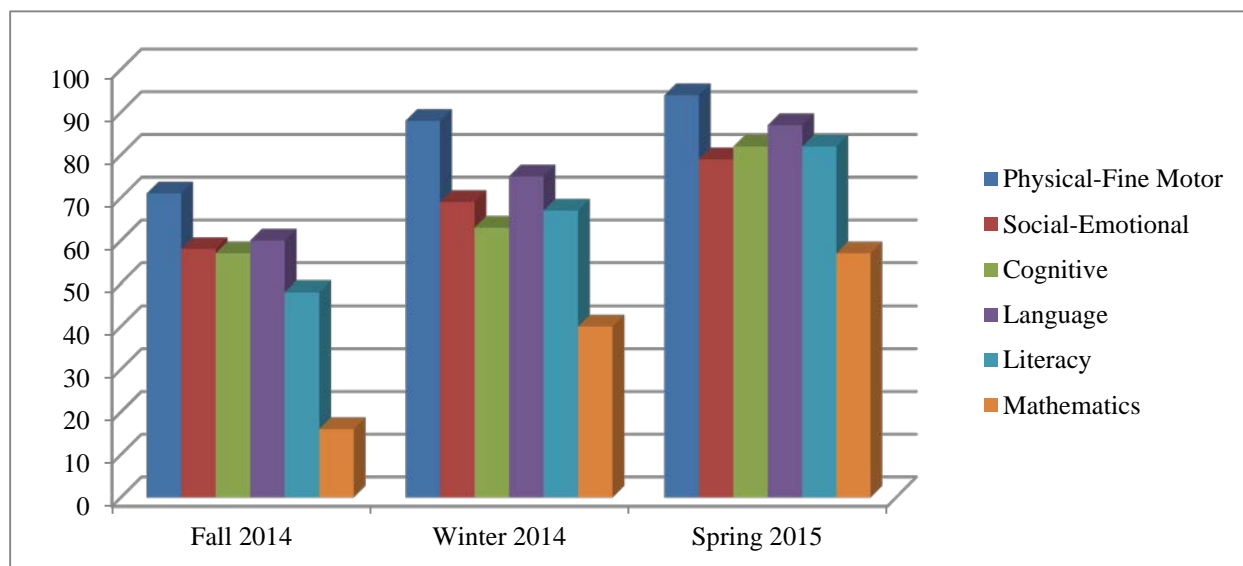
Social Emotional and Math demonstrated 10% growth.

Language demonstrated 9% growth.

Physical and Literacy demonstrated the least growth at 8%.

\*According to the Comparative Report for four-year-olds from fall to spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

**Percent of Four-Year-Olds  
Meeting or Exceeding Expectations**



**3. Catholic charities program improvements implemented in response to the analysis of child assessment and other data.**

\*Training Plan Summary 2016-2017: From the data collected and analyzed we believe the results of such high growth in social-emotional development is due to the dedication and commitment the Agency has placed on this area of development. The Agency will continue to place an emphasis on Social Emotional Development through Pyramid Plus and ECE CARES trainings. Pyramid Plus support continues to be a large component of our program. This will be continued through formal training to both HS and EHS staff as well as support in the classroom. This year Catholic Charities will be bringing the widely-popular ECE CARES Training program back to the HS staff.

Much of pre-service and the trainings offered this program year were based on these prior outcome findings, self-assessment and staff evaluations. For example there were and will be presentations on Math, The Effects of Toxic Stress in Early Childhood, EHS Toolkit, ASQ, ASQ SE, Pyramid, ECE CARES, Ooey Gooey-Math and Science, Universal Precautions, Head Start Performance Standards, Head Start Review, Language and Literacy, CO Shines, PDIS, Child Abuse and Neglect, Self-Care, Health Updates, CPR/First Aid, Medication Administration, Sign-offs, Prenatal, Homelessness, ERSEA, Teaching Strategies GOLD, Creative Curriculum, PACTT Time, In-kind, CACFP, Observations, Ipad Technology, Team Building, Mental Health, HS CLASS-Classroom Assessment Scoring System, Physical development, Culture of Wellness- INEP and IMIL addressing nutrition and physical development, curriculum understanding, the Referral Process, School Readiness and Family Engagement outcomes and committee information and reporting.

\*Other Areas of Collaboration and Enhancement: All Teachers and Assistant Teachers are Inter-rater Reliable and have been trained in Teaching Strategies GOLD. We will continue to complete the hiring and training of all staff to bring the program up to the highest quality early childhood program it can become. We will continue the commitment to the stipend program as well as continue to support staff with college courses focusing on their professional development goals. Catholic Charities has always prioritized training for staff and made sure to budget and plan for this costly piece of the program. During the last year we have provided \$11,955.39 for twelve HS staff to take a total of 17 classes and nine HS staff to complete their CDAs. For EHS staff we have provided \$6755.13 for six staff to take a total of ten classes and three EHS staff to complete their CDAs. Ongoing education is a top priority for Catholic Charities.

This year Catholic Charities was able to continue to allocate funds to target ECE staff recruitment, retention, and continuing education. In the area of recruitment, teachers with a BA degree in ECE or a BA degree that is unrelated with 24 ECE credits upon hire and successful employment for 90 days will receive a one-time stipend for \$250 (pending money is available). In order to retain staff, teachers that have a BA degree in ECE or an unrelated degree with 24 ECE credits (or a higher degree in ECE) will receive a \$500 stipend (pending money is available) at the end of each school year (end of May) as long as he or she has demonstrated a positive work history and it is reflected within his or her performance review.

To further our staff education, teachers with an AA degree that are enrolled in college course work to obtain their BA degree in ECE will be provided a stipend of \$100 upon the completion of each semester for the class or classes that were taken provided that the class or classes were passed with a C or higher. This is a \$100 per semester regardless of the number of classes taken (pending money is available). The starting salary for teachers with a BA degree was substantially



increased for new teachers and current Catholic Charities staff. This has been a tremendous recruitment tool as well as a way to retain and recognize highly-skilled teaching staff.

This year collaboration with DGKHS Mile High and Catholic Charities as well as other delegates was created to form an in house Infant and Toddler CDA class. Collaboration between DGKHS, Volunteers of America and Catholic Charities has been established to form an in house Preschool CDA class. We continue to participate in the Culture of Wellness Grant that is being lead through DGKHS. This has helped a great deal in the areas of physical development and nutrition.

We are working with Denver Great Kids Head Start on ways to enhance science and math in the classrooms. We are active participants in the Erickson group. The Education Team conducts a Math Minutes lesson during each in-service. We have hired two ECE Specialists who offer support for the EHS and HS center-based classrooms. This has been hugely successful and continues to be a great support to our staff and children. We will continue to assist staff in running, understanding and utilizing the Class Profile Reports from Teaching Strategies GOLD. Ensuring that staff understand how to utilize the data to individualize their classrooms and for individual children.

Summer 2015 a new site has been opened that operates year round, Monday through Friday and offer a full-day option for Infants, Toddlers and Preschool age children and their families. We continue to expand this site by opening additional classrooms. We continue to learn more about Colorado Shines and have all of our staff actively engaged with the PDIS system. This has been an exciting year as we continue to support Staff, Children and Families through our Early Childhood Education Programs.

**2016-2017 Targeted Areas of Focus:**

Math	Collaborate with DGKHS by participating with the Erikson Institute for on-going Math training to become math coaches within our program. As well as develop and continue to present our Math Minutes-Education Team.	2016-2017
Child Outcomes Data	All Classrooms have technology to support data collection and input. Ipads/Kindle Fires are used as tools. A Technology Committee has been created to investigate other forms of technology to be brought into Catholic Charities for Staff and Children as well as to create our philosophy.	2016-2017
Transitions	The School Readiness Committee will update and expand the Transition Binder which will include: transitions into the Center/between classrooms and out of the program.	2016-2017
Family Engagement	The School Readiness Committee will be looking for more meaningful ways for families to be involved in the program.	2016-2017
CO Shines/PDIS/CLASS	All of Catholic Charities Sites will be actively engaged in the new rating system.	2016-2017
Education Qualifications	Staff will continue to grow their qualifications through many various avenues such as: college courses, in house CDA class and in house trainer, trainings etc. Catholic Charities will continue to look for ways to maintain and recognize staff.	2016-2017
Coaching Plan	Enhance the written coaching plan and implement it. A team will attend the Practice Based Coaching Academy and the Education Specialists will attend the Region 8 Coaches training. Continue to expand the Education Specialist team.	2016-2017
Home Based	Identify the curriculum, train and implement. Staff Qualifications obtain.	2016-2017
Conscious Discipline	Provide training for Staff	2016-2017

#### **Sub-Section D: Parent, Family, and Community Engagement:**

1. No Changes or Updates were made to the program Long Term Goals, Short Term Objective or Expected Outcomes.

2. Catholic Charities has not made any changes to our data sources used since last year's application to support the implementation and evaluation of PFCE goals and/or objectives.

3. Catholic Charities Family Service Workers begin working with families during enrollment to build a working relationship and to assist the family in identifying goals and objectives to increase their self-sufficiency and empower them as the first and best teachers of their children. These goals and objectives build the families ability to advocate for their child and to have more time and knowledge to focus on their child's needs and how they can work to increase their child's school readiness. The families enter into a Family Partnership Agreement that outlines goals and specific resources and strategies to support them in achieving these goals. To date, 97% of our Head Start families have entered into Family Partnership Agreements and 3% of those families have already completed their initial goals. Family goals fall into many categories and are individualized, the top five categories our families have chosen are as follows:

%	Goal Topic
22%	GED
15%	ESL
12%	Housing
8%	Employment
14%	Literacy/reading with child
29%	Other: these are goals that do not fit into any one identified category.

It is interesting to note that literacy is a rising area of interest for our families' goals, this goal is supported in many ways including literacy training on site and information about library

programs. The BackPACTTS program provides take home School Readiness backpacks that include literacy-focused activities for parents and children to complete together. As part of home visits, parent teacher conferences, and classroom volunteer activities, the importance of reading is modeled to and discussed with parents.

4. Catholic Charities Head Start staff place a high priority on family and community engagement. We communicate with families regarding progress towards our goals through a variety of avenues. The goals and objectives have been presented and discussed at Catholic Charities Policy Council, and ongoing program updates and information are shared and information sought to strengthen our program. In addition information is shared through family conferences, which were completed in November of 2016 and will be completed again during May, through Home Visits conducted twice a year by teachers, in our Newsletters, during Parent meetings, family bulletin boards and through ongoing interactions between our staff and the children and families in our program

#### **Sub-Section E: Governance, Organizational and Management Structures, and Ongoing Oversight**

1. Catholic Charities has not made any changes to the roles and responsibilities of the Governing Board, ECE Committee, or the Policy Council.
2. Catholic Charities Head Start Organizational Chart will be uploaded into HSES.
3. Catholic Charities Head Start has not had any changes in staff qualifications or competencies for the following groups: Head Start and/or Early Head Start director(s), education and child development staff, health services staff, nutrition services staff, mental health services staff, family and community partnership staff, parent involvement services staff, disability services staff, and fiscal staff.

4. Catholic Charities Head Start has implemented a new management system for planning, communications, recordkeeping and reporting, ongoing monitoring, and self-assessment for this program year. ChildPlus was implemented in July of 2016 and training has been provided to all staff required to provide information in the new system. We will continue to increase our use of the new system and implement changes to data gathering that will increase our effectiveness and efficiency as a program.

Self-Assessment Summary and Action Plan will be uploaded into the HSES System.

## **Section II: Budget and Budget Justification**

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

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

1. Accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of OMB Super Circular and/or the award.
2. Records that identify adequately the source and application of funds for Federally-sponsored activities. These records will contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
3. Effective control over and accountability for all funds, property, and other assets. Catholic Charities and/or its associated entities will adequately safeguard all such assets and ensure they are used solely for authorized purposes.

4. Written procedures to minimize the time elapsing between the transfer of funds to Catholic Charities and/or its associated entities from the U.S. Treasury and the issuance and redemption of checks, warrants, or payments by other means for program purposes by the recipient.
5. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
6. Accounting records including cost accounting records that are supported by source documentation.

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

A lock is maintained on the door leading into the Catholic Charities Accounting Department. This door is closed and locked in the evenings and whenever the Accounting Department is vacant. Card keys are provided to accounting personnel, the President/Chief Executive Officer, and other personnel as approved by the President/Chief Executive Officer.

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

1. Minimizes the storage of sensitive data outside the Accounting Department by shredding documents with such data or deleting the sensitive data from documents that are stored outside the Accounting Department whenever possible; and

2. Requires that all sensitive data that is stored in areas other than the Accounting Department is secured in locked filing cabinets that are placed in offices or closets that are locked after hours.

### **Grant Management**

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

1. For each Federal award, an employee within the department or entity responsible for administering the award will be designated as "grant manager."
2. Each grant manager shall attend a training on grant management prior to beginning his/her role as a grant manager. Thereafter, all grant managers attend refresher/update courses on grant management every two years.
3. The grant manager takes the following steps to identify all applicable laws, regulations, and provisions of each grant and contract:
  - a. Reads each award and prepare a summary of key compliance requirements and references to specific laws and regulations.
  - b. Reviews the OMB Super Circular Compliance (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all Federal awards.

c. Reviews the section of the Catalog of Federal Domestic Assistance (CFDA) applicable to the award.

d. Communicates grant requirements to those who will be responsible for carrying them out, or impacted by them.

4. Notifies the Accounting Department to forward copies of applicable laws and regulations (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).

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

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

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

Catholic Charities and/or an associated entity prepares and submits financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports is the responsibility of a Financial Analyst, subject to review and approval by the Chief Financial Officer.



The following policies apply to the preparation and submission of billings to Federal agencies under awards made to Catholic Charities and/or an associated entity:

1. Catholic Charities and/or an associated entity requests reimbursement after expenditures have been incurred, unless an award specifies another method.
2. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.
3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts. Additional subsidiary ledgers and reports may be required by the funder. If additional ledgers or reports are required, this additional source will be reconciled to the general ledger.
4. All financial reports required by each Federal award are prepared and filed on a timely basis and in accordance with requirements of the funder. To the extent Catholic Charities and/or an associated entity's year-end audit results in adjustments to amounts previously reported to Federal agencies, revised reports are prepared and filed in accordance with the terms of each Federal award.

### **Cost Allocation Plan**

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

reimbursements, are allocated based on the amount of each expense that directly benefits a particular cost center.

# EXHIBIT B

<b>Catholic Charities Budget Narrative: 2017-2018</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – 64 employees total. No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$944,375	Personnel
Benefits:  All salaries billed will be based on actual timesheets. Benefits are calculated at 27%.	\$254,981	Personnel Fringe
Office Supplies (\$3,500) - used to furnish supplies for offices, nine Family Service Workers offices, teacher offices, and 6 administrative offices.  Child and Family Supplies (\$10,000) -will supply 6 sites with educational materials.  Other Supply (\$7,000) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$20,500	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Garfield Head Start (1068 sq. ft.), Kentucky Head Start (1068 sq. ft.), and Mariposa Head Start (3,770 sq. ft.) are owned by Denver Housing Authority and the combined rent is \$26,888 per year.	\$26,888	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$16,000	Other
Local Travel-mileage reimbursement for staff, based on current spending patterns.	\$2,500	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites holds parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$10,000	Other
Technical Training and Staff Development: from program operations funds to support professional development with a focus	\$26,188	Other

on having Assistant Teachers reach the qualification mandates. Also to support staff in furthering their academic development and out of town travel.		
Other: Children's activities, licenses, Janitorial services for Kentucky & Garfield (\$10,720) and security services.	\$23,721	Other
Indirect Costs: Catholic Charities' indirect cost rate is 22.50%.	\$212,484	Indirect Costs
<b>Total</b> -Operating funds	\$1,537,637	

<b>CC Non-Federal Share Budget Narrative: 2017-2018</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds and ½ of the HS Education Supervisor's salary that is not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$237,975	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$64,253	Personnel Fringe
Office Supplies (\$1,500) - used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and 6 administrative offices.  Child and Family Supplies (\$1,500) -will supply 6 sites with educational materials.  Other Supply(\$1,000) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$4,000	Supplies
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Parent fees at the large sites.	\$2,000	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$2,136	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by	\$19,525	Other

the Child and Adult Food Program, supplied by Catholic Charities and parent fees.		
Volunteers: Volunteer rate for Policy Council is \$48.27 and we have 10 members and meet for 2 hours, 12 times a year = \$11,584. HS would claim ½ of that amount, \$5,792. The rate for teacher assistants is \$25.96 per hour and we estimate that parents and community members will spend 1,800 hours volunteering = \$46,728. Community members' rate depends on the services they offer.	\$52,520	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings that are not covered by HS funds. Each of our six sites holds parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation. Funds are provided by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$2,000	Other
Total	\$384,409	

# EXHIBIT C

## Catholic Charities Head Start/Early Head Start

### 2017-2018 School Calendar

Calendar is subject to change

July 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

August 2017						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2017						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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

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

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

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

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

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



School Closed/ Holidays



Teacher in-Service Day (no school for students)



Stand Alones  
closed/Large Sites Open



First and Last Day of School  
(Garfield/Kentucky/Combo)



Last Day Annunciation

**Exhibit D**  
Denver Great Kids Head Start  
Program Year 21 Report Schedule

	Report Name and Description	Due Date
Family Services	<b><u>Policy Council Delegate Report;</u></b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b><u>Program Information Report (PIR);</u></b> Annual ACF Report	<b>August 15, 2017</b>
	Abbreviated PIR;	<b>December 15, 2017 and March 15, 2018</b>
	<b><u>Enrollment and Attendance Report (Head Start data for Management Information System);</u></b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	<b>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</b>
Financial	<b><u>Variance Report;</u></b> includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	<b><u>USDA Reimbursement Report;</u></b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October, January, April and July
	<b><u>USDA / CACFP Compliance Review Report</u></b>	Within 30 days of receipt
	<b><u>Administrative and Development Costs;</u></b> Report by category of all administrative and development costs.	Last Business day of October, January, April and July
	<b><u>Program Budget PY 20;</u></b> HSES upload of Program Year 20 budget.	February 9, 2018
	<b><u>Single Audit Report;</u></b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b><u>Inventory Report with Certification of Physical Inventory;</u></b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2017
	<b><u>Certificate of Insurance;</u></b> Accord Insurance form designating appropriate insurance coverage.	May 30, 2017
	<b><u>Budget Projection;</u></b> Month by month spending forecast by designated categories.	July 31, 2017
Grantor Admin Reports for Delegate Agencies	<b><u>Monitoring Reports/Plans;</u></b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b><u>Mid-Year PIR &amp; questions;</u></b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b><u>Head Start Annual Report; Head Start requirement</u></b>	Due in December
	<b><u>Policy Council Minutes;</u></b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
Education	<b><u>Teacher Qualifications Report;</u></b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b><u>Child Assessments;</u></b> Child outcomes information submitted to TS GOLD must be submitted for <b>all</b> children and following the protocol and format that is required by Results Matters, CDE.	October 31, 2017, February 22, 2018 and June 28, 2018

**Exhibit D**  
Denver Great Kids Head Start  
Program Year 21 Report Schedule

Delegate Admin Reports for Grantee	<b>Self-Assessment;</b> Self-Assessment Plan, findings, analysis and action plans	January 30, 2018
	<b>Policy Committee/Council Members Rosters;</b> Policy Committee/Council rosters and appointments to DGKHS Policy Council submit to Family Services Director and Office Manager	When replacements, upon elections
	<b>Policy Committee/Council Minutes;</b> Approved Policy Committee/Council monthly minutes submit to assigned delegate agency liaison	Last business day of the month following meeting
	<b>Delegate Grant Application;</b> For funding purposes	January 30, 2017
	<b>Final Grant Application, Budget, and GABI;</b> Constitutes basis of funding request	April 1, 2018
	<b>Personnel;</b> Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	<b>Criminal Records Check;</b> Report on criminal records check dates for all Head Start staff.	September 1, 2017 and January 1, 2018
	<b>DPS ID Spreadsheet;</b> Provide a name list of all enrolled children, including address and the DPS ID number.	October 30, 2017

Vendor Agency Special Reports	<b>Classroom Contact Hours;</b> Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report;</b> Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

Health Services	<b>Health Services Data from Program Information Report (PIR)</b> <ul style="list-style-type: none"> <li>Determination of child health status within 90 calendar days of program entry</li> <li>Number of children with Medical Home</li> <li>Children's health insurance status</li> <li>Determination of status per EPSDT program schedule</li> <li>Number of children diagnosed with chronic condition needing medical treatment, and number of children who have received treatment</li> <li>Screening for developmental, sensory, and behavioral concerns within 45 calendar days of entry to the program.</li> <li>Number of children who received medical treatment for chronic conditions (i.e., anemia, asthma, hearing difficulties, vision problems, high lead levels, diabetes)</li> <li>Body Mass Index by weight (i.e., underweight, healthy weight, overweight, obese)</li> <li>Number of children up to date on immunizations, number of children who have not received immunizations, number of children who met state guidelines for exemption.</li> <li>Number of children with continuous accessible dental care provided by a dentist</li> <li>Number of children who have completed a professional dental exam.</li> </ul>	August 15, 2017; December 15, 2017; March 15, 2018
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**Exhibit D**

Denver Great Kids Head Start  
Program Year 21 Report Schedule

Mental Health Services	<b>Mental Health Services Data from Program Information Report (PIR)</b> <ul style="list-style-type: none"><li>• Average total hours' mental health professionals spend on site</li><li>• Number of children served by a mental health professional</li><li>• Number of children for whom mental health professional consulted with program staff, and parents or guardian</li><li>• Number of children for whom mental health professional provided mental health assessment</li><li>• Number of children referred for mental health services outside of Head Start.</li></ul>	August 15, 2017; December 15, 2017; March 15, 2018
Disabilities Services	<b>Disabilities</b> <ul style="list-style-type: none"><li>• Number of children enrolled in the program who have an Individualized Education Program (IEP).</li><li>• Number of children enrolled with an IEP developed <i>prior</i> to enrollment into the Head Start program.</li><li>• Number of children enrolled with an IEP developed <i>during</i> the enrollment year.</li><li>• Number of children diagnosed and receiving services for each primary disability category specified in the ACF Program Information Report.</li></ul>	August 15, 2017; December 15, 2017; March 15, 2018



# Certificate of Coverage

Date: 3/21/2017

<b>Certificate Holder</b> Archdiocese of Denver 1300 S. Steele Street Denver, CO 80210	<b>This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.</b>
	<b>Company Affording Coverage</b>  THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154
<b>Covered Location</b> Catholic Charities and Community Services 4045 Pecos Street Denver, CO 80211	

## Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8858	7/1/2016	7/1/2017	Each Occurrence	1,000,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
	<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8858	7/1/2016	7/1/2017	Each Occurrence	500,000
					Annual Aggregate	
	Other	8858	7/1/2016	7/1/2017	Each Occurrence	500,000
	Employee Fidelity				Claims Made	
					Annual Aggregate	
					Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items** (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Head Start Contract #201626971-00. Coverage only extends for claims arising out of Catholic Charities and Community Services, for the term of the certificate. Coverage includes Counseling Errors and Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of only Catholic Charities and Community Services, its employees or volunteers, for the term of the certificate. Sexual Misconduct Coverage is on a claims made basis and is limited to \$1,000,000 annual aggregate. CMRS Excess Auto \$500,000 xs \$500,000. Includes Employee Fidelity coverage of \$500,000

## Holder of Certificate

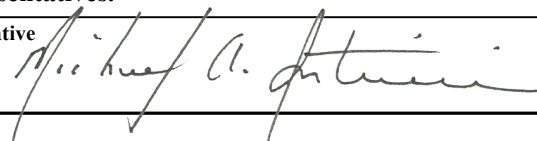
## Cancellation

Additional Protected Person(s)

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

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0018005457

## ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/1/2016

Cancellation Date of Endorsement: 7/1/2017

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

Location: Catholic Charities and Community Services  
4045 Pecos Street  
Denver, CO 80211

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

### SECTION II - ADDITIONAL PROTECTED PERSON(S)

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

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

### Schedule - ADDITIONAL PROTECTED PERSON(S)

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

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Head Start Contract #201626971-00. Coverage only extends for claims arising out of Catholic Charities and Community Services, for the term of the certificate. Coverage includes Counseling Errors and Omissions. Sexual Misconduct Coverage is verified for claims arising out of incidents resulting from the operations of only Catholic Charities and Community Services, its employees or volunteers, for the term of the certificate. Sexual Misconduct Coverage is on a claims made basis and is limited to \$1,000,000 annual aggregate. CMRS Excess Auto \$500,000 xs \$500,000. Includes Employee Fidelity coverage of \$500,000

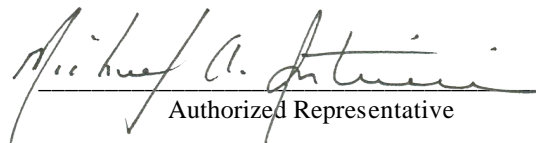
  
Authorized Representative

Exhibit F

Catholic Charities  
Site locations and times

Center Location	
Child Development Center 1155 Decatur St. Denver, 80204	Monday – Friday 7:00am -6:00pm Year Round
Margery Reed Mayo Day Nursery 1128 <sup>th</sup> St. Denver, 80205	Monday – Friday 7:00am -6:00pm Year Round
Catholic Charities Early Childhood Program at Mariposa 1240 W 10 <sup>th</sup> Ave Denver, 80204	Monday – Friday 7:00am -6:00pm Year Round
Garfield Head Start 872 S. Knox Ct. Denver, 80219	Monday – Thursday 8:00 – 4:00 Double Session September - May
Kentucky Head Start 852 S. Knox Ct. Denver, 80219	Monday – Thursday 8:00 – 4:00 Double Session September - May

## Denver Revised Municipal Code

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

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

the contractor and subcontractors only on the yearly anniversary date of the contract. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

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

review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

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

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed under such contract not less than the scale of wages as provided for under subsections (b) and (c).
- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to janitorial or custodial workers, and oil and gas employees and contractors, at least biweekly.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor, and that complaints by third parties, including employees of contractors and subcontractors, of violations may be submitted to the auditor, pursuant to subsection (f).
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the manager of finance shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Nothing herein shall preclude the manager of finance from approving a partial warrant or demand for payment to the contractor to the extent the auditor has been furnished evidence satisfactory to the auditor that one or more subcontractors has paid such wages required by the contract, even if the contractor has not furnished evidence that all of the subcontractors have paid wages as required by the contract. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:



- a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
  - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
  - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
  - d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise,

and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.

- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
    - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
    - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
  - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
  - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
  - (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
  - (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for



work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).

- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
  - (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
  - (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.

- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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