

**COOPERATIVE SERVICES AGREEMENT BETWEEN
THE FAMILY CENTER
AND POUDRE SCHOOL DISTRICT R-1**

This Cooperative Services Agreement (“Agreement”) is effective as of the ____ day of _____ 2022, by and between Poudre School District R-1 (“District”) and The Family Center (the “Contractor”). The District and the Contractor are collectively referenced herein as the “parties.” In consideration of the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

1. Purpose of Agreement. Under the District’s Request for Proposal 22-A90-001, Contractor has been awarded to provide Early Head Start services on behalf of the District.

2. Term and Termination of Agreement.

2.1. This Agreement shall commence on November 1, 2022 and shall continue in effect through and including October 31, 2023, unless earlier terminated as provided herein. The Agreement, at the option of the District, may be extended for up to one (1) additional one-year term upon a separate written Agreement.

2.2. Notwithstanding any other term or provision of this Agreement, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each federal grant year (November 1-October 31) and fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District’s obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

2.2.1. This Agreement has been funded, in whole or part, with federal grant funds and shall include the provisions of Supplement 1 - Federal Funding Provisions attached hereto and incorporated herein. The Contractor shall then comply with all applicable provisions of Supplement 1- Federal Funding Provisions. The Contractor certifies that, to the best of its knowledge and belief, the Contractor, its principals, and its Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. See System for Award Management (SAM) at <https://www.sam.gov/>.

2.3. Notwithstanding the provisions of section 2.2 above, if either party is in breach of an obligation or covenant under this Agreement the non-breaching party may give written notice to the breaching party describing the breach and demanding that it be cured. If the breach is not cured within seven (7) days after the breaching party’s receipt of said notice, the non-breaching party may immediately terminate the Agreement and avail itself of any and all remedies available at law or in equity.

2.4. Notwithstanding the provisions of sections 2.2 and 2.3 above, either party may terminate this Agreement at any time in that party’s sole discretion for any reason, with or without cause, by providing the other party with sixty (60) days’ advance written notice. In the event of such termination: (a) the District shall pay Contractor for all Services performed under

and in accordance with this Agreement up to the date of termination; and (b) Contractor shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

3. Deliverables and Requirements.

3.1. **Services and Facility.** Contractor shall provide educational and other related supports at 309 Hickory Street, Suite 5, Fort Collins, Colorado 80524 (referenced in this Agreement as the “Facility”) for students between the ages of six (6) weeks up to preschool age of three (3) (“Students”) in the District’s Early Childhood Education program established and operated pursuant to the provisions of the Head Start Standards and Act U.S. Code Citation: 42 USC 9801 et seq (“Head Start”), and all policies and regulations under the Act whom the District places at Facility, in accordance with the terms of this Agreement (collectively referenced in this Agreement as the “Services”).

3.2. **Legal Compliance and Licensing.** In conducting its operations, Contractor shall provide the Services and maintain the Facility under Colorado Child Care License No. 34176-DCC. Contractor shall comply with all applicable federal, state and local laws, including but not limited to the Colorado Child Care Licensing Act C.R.S. § 26-6-106 to 26-6-119 (“Childcare Regulations”), and regulations adopted thereunder.

3.2.1. The Contractor shall read, implement and have a thorough understanding of Head Start’s Head Start Program Performance Standards (“HSPPS”).

3.2.1.1. The Contractor shall ensure all classrooms use the HSPPS as indicators of developmentally appropriate practice in a high-quality program.

3.2.1.2. The Contractor shall be fully responsible for monitoring all updates and revisions to the Head Start Act and HSPPS.

3.2.2. The Contractor shall establish basic program standards, including health and safety guidelines, as guided through the using the following standards: the Office of Head Start Early Learning Outcomes Framework; the National Association for Education of Young Children Early Childhood Program Standards; the U.S. Department of Health and Human Services Administration for Children and Families; and the Colorado Early Learning and Development Guidelines as indicators of developmentally appropriate practice in a high quality program in all Facility classrooms.

3.2.3. The Contractor will protect the confidentiality of educational records and personally identifiable information regarding each Student the District has placed at the Facility in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and in compliance with the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*

3.2.4. The Contractor will cooperate with the District in the production of documents and the giving of testimony in legal proceedings if a parent or guardian files a

complaint with the District or with a federal or state agency, or invokes an administrative hearing, review, and/or court proceedings.

3.2.5. In addition to the remedy described in section 2.3 above, if Contractor is at any time out of compliance with the requirements of this Agreement, the District may withhold placement of new enrollees until such compliance is achieved.

3.3. **Facility and Classroom Requirements.**

3.3.1. **Group Size and Ratio.** Group size and ratio will meet the expectations as set by the Head Start Program Performance Standards.

3.3.2. Contactor shall ensure there are areas allocated for private meeting space and storage space for files and program materials within the Facility.

3.3.3. Contractor's Facility must be licensed by the Colorado Department of Human Services Office of Early Childhood ("CDHS-OEC").

3.3.3.1. The Contractor is required to report any change in CDHS-OEC licensure status to the District's Early Childhood Director or designee ("Director") within three (3) days from receipt of notification from CDHS-OEC.

3.3.3.2. Probationary, revoked or removal of licensure status may be grounds for termination of this Agreement.

3.3.4. Without in any way limiting the foregoing, Contractor's obligations shall include the requirement that every Contractor employee and volunteer possess the necessary and proper skills and education or will always be properly supervised by a qualified employee while providing any Services under this Agreement.

3.3.5. In cases of discrepancy between HSPPS and CDHS-OEC standards, the Contractor shall maintain the more stringent standard.

3.3.6. The Contractor shall ensure all staff in the role of Director shall have experience in supervision of staff, fiscal management, administration and a minimum of a baccalaureate degree.

3.3.6.1. Directors shall supervise the teaching staff members, maintain required records and files, respond to site and file inspections, participate Federal and Regional Monitoring Reviews, and maintain all other licensing and program quality requirements.

3.3.6.2. Contractor's Director or designee must meet quarterly with the Director to discuss challenges and successes of partnership.

3.3.7. According to the Childcare Regulations, teachers are required to be group leader qualified, and assistant teachers must be qualified to supervise Students as identified in the Childcare Regulations.

3.3.8. Contractor shall verify teaching staff members maintain qualifications, as defined by the Colorado Child Care regulations from the Colorado Department of Human Services Office of Early Childhood (“CDHS-OEC”), including completion of all annual training and be group leader qualified.

3.3.8.1. Contractor shall ensure teachers have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.

3.3.8.2. The District shall assign a family mentor to the family of each Student placed at the Facility. Teachers must attend bi-weekly meetings with the assigned Family Mentor to discuss Student individual learning plans and caseloads.

3.3.9. Within five (5) days of hire of a new staff member, Contractor shall provide the District with the name of the staff member and proof of experience by providing one or a combination of the following: director license, infant supervisor license, group leader qualifications or documented proof of qualifications to work with children.

3.3.10. Within six (6) weeks of employment, the Contractor shall provide the following copies of personnel files for all Head Start staff in classrooms:

3.3.10.1. District’s Program Information Report Sheet

3.3.10.2. College Transcripts

3.3.10.3. Criminal History Background Checks

3.3.10.4. First Aid and Cardiopulmonary Resuscitation Documentation

3.3.10.5. Record of Additional Trainings

3.3.11. District’s Standards of Conduct Signed Acknowledgement.

3.3.12. The District reserves the right to request in writing additional documents, including additional information requested under changes to the HSPPS.

3.3.12.1. The District shall provide a date documents shall be provided and Contractor must adhere to this date without exception.

3.4. **Classroom Quality.** As required under Head Start, the Contractor will evaluate, screen and assess each classroom using the evaluation instruments identified in the Head Start guideline titled Resources for Measuring Services and Outcomes in Head Start Programs Serving Infants and Toddlers (“Classroom Measurements”).

3.4.1.1. The Contractor shall use the measurement type identified as CL in Appendix C of the Classroom Measurements.

3.4.2. The Contractor is responsible for reviewing and understanding the Classroom Measurements, including all updates.

3.4.3. Results of any evaluation will be used to guide the professional development plan for the Facility and its teachers.

3.4.4. To meet the CDHS-OEC's requirements for professional development, the Contractor is responsible for ensuring Lead and Assistant Teachers attend no less than (fifteen) 15 hours of staff development opportunities annually.

3.4.4.1. The District shall offer five (5) professional development trainings, which Contractor may attend part or all to obtain required professional development.

3.4.5. Contractor will provide the District's Director with documentation of classroom quality reviews and assessments, including:

3.4.5.1. Provide Colorado Shines rating and any updates if it changes, within 30 days of receipt.

3.4.5.2. Provide a copy of Larimer County Department of Public Health and Environment site inspections and Contractor follow-up response, within 30 days of the inspection visit.

3.4.5.3. Provide a copy of the Colorado Department of Human Services Office of Early Childhood site, personnel file inspections and Contractor follow-up response, within 30 days of the inspection visit.

3.4.6. The Contractor shall have one director or assistant director ("Administrator") or a teacher or assistant teacher ("Teaching Team") serving as a representative of the Facility ("Representative"). Representatives are required to attend monthly policy governance council meetings. The Representative is required to participate and assist in the outreach and recruitment of the District's Head Start funded families to attend monthly policy council meetings.

3.4.7. The Contractor and staff members are required to assist in outreach and recruitment of families to attend all Parent and Child Together ("PACT") events to encourage positive parent and child interactions.

3.4.8. As approved by the Contractor's Administrator, Teaching Teams will participate in one on one coaching meetings with their assigned instructional coach assigned by the District as needed.

3.4.9. The Contractor shall ensure they are providing quality educational and care services for each Student through the creation of individualized learning plans. Based on Student's educational needs and services, the individualized learning plans shall be updated as necessary.

3.4.10. For all families of Head Start Students, the Contractor will conduct two (2) parent teacher conferences each year, which may be completed as home visits.

3.4.11. The Contractor will participate in regular progress monitoring meetings and monitoring activities conducted by the District in accordance with Head Start, Childcare Regulations and Colorado Department of Education Quality Standards.

3.4.12. The Contractor will notify the District's Director of any personnel changes and schedule any required training for new teachers.

3.4.13. The Contractor will provide the District's Director with a professional growth and development plan for the teachers of Head Start Students, which must include a plan for implementation of the Pyramid Model attached as Exhibit A and hereby made part of this Agreement.

3.4.14. The Contractor will contact the District's Director for additional assistance to implement and administer the preschool program at the Facility.

3.4.15. The Contractor will maintain an inventory of all materials and equipment at the Facility, purchased with Head Start funds. Inventory shall remain District property and shall be returned to the District upon the request, expiration or termination of this Agreement.

3.4.16. The Contractor will refer families of Head Start Students to appropriate agencies for additional support services.

3.4.17. **Remote Learning.** Remote learning may be defined as classroom programing provided through alternative means, which may include virtual services, phone discussions, or other formats ("Remote Learning"), as permitted by the Director.

3.4.17.1. Should the Contractor's Facility need to provide Remote Learning to Students, compliance with section 3.2 shall be maintained, as well as alignment with any Colorado Department of Education or District guidelines to ensure maintaining equity among students.

3.4.17.2. Communication regarding closures, changes to Services and health-based issues, shall be communicated by the Contractor to the District no later than twenty-four (24) hours from an event.

3.4.17.3. The Director shall communicate to the Contractor, expectations for classroom programing and frequency of contact with Students and families within forty-eight (48) hours from the approval to provide Remote Learning Services.

3.4.17.4. The Contractor and the District shall provide at a minimum, weekly updates regarding current operations and Services. Director may request communication to be at a different interval upon written request.

3.4.17.5. Should the Contractor need to provide Services in a remote format, reimbursement for Slots shall be provided for Services which meet the same quality and equity of Services provided within the Facility.

3.4.17.6. During times when Remote Learning becomes necessary to provide Services to Students, the Director may approve the Contractor be permitted to bill for hours which meet a minimum contact time as defined by the Director, and in accordance with any funder requirements, as defined in section 3.2.

3.5. **Payment for Services Rendered.**

3.5.1. The total reimbursement shall be \$15.25 per hour, not to exceed one thousand, three hundred and eighty (1380) hours for the term of this Agreement per Slot ("Slot").

3.5.2. Contractor shall provide Services for no more than sixteen (16) allotted Slots.

3.5.3. The Contractor shall be responsible for monitoring each Student's attendance hours as outline in section 3.5.1. If the Contractor identifies a Student will exceed attendance hours, the Contractor shall notify the Director no more than thirty (30) days prior to the Student exceeding attendance hours. The Director reserves the discretion of approving additional funding hours for any hours exceeding those outlined in section 3.5.1. exceed.

3.5.4. District will provide Contractor with an invoice template, a sample template provided is attached as Exhibit B, and hereby made part of this Agreement.

3.5.5. Invoices shall be submitted, no later than the 15th of each month, the Contractor shall submit invoices to the District detailing how Head Start funds were used preceding month.

3.5.6. Reimbursements are due and payable in arrears upon receipt of a properly documented invoice from Contractor following each month in which Services are provided under this Agreement.

3.6. **Placement in Slots.** The District will receive applications from eligible families for early childhood education Services. The District will determine eligibility of each Student and placed on the District's list for placement at facilities based on a weighted order of need ("Placement").

3.6.1.1. Each Slot is reimbursable for up to one thousand, three hundred and eighty (1,380) hours. The Contractor may request reimbursement monthly using the hours of actual attendance per enrolled Student based on the Child Plus attendance data.

3.6.2. At the discretion of the District's Director, additional Slots may be added based on need and funding availability. Changes to Services and funding will be identified in writing and mutually agreed upon by both parties.

3.6.3. Students are placed at the discretion of the District using placement criteria that prioritizes Student needs, family request and proximity to Services.

3.6.3.1. Based on the criteria in section 3.6, all Slots may not be filled.

3.6.3.2. The District will maintain a waitlist when no open spots are available.

3.6.4. When a Student is eligible for Placement at the Contractor's Facility, the District will notify the contractor through email or telephone call. The Contractor will contact the parents of each eligible Student and arrange for them to take a tour of the Facility. If family accepts a Placement the Contractor shall provide the families an orientation program and enroll the Student in the preschool program at the Facility.

3.6.5. The Contractor is responsible to inform the District of any open Slots within three (3) days.

3.6.5.1. The District has thirty (30) days to fill the open Slot with a qualifying Student. If the Slot remains unfilled after thirty (30) days, the District reserves the right to reallocate the Slot to another program, as the District deems necessary.

3.7. **Classroom Attendance.** The District shall provide the Contractor access to its Student record system ChildPlus ("ChildPlus"). Contractor shall be required to maintain daily attendance for each Student.

3.7.1.1. The District, as part of the application process, shall obtain parent permission to enter Student data into ChildPlus and other programs. The District shall provide the Contractor a list of any parents who elect to opt-out of sharing Student data.

3.7.2. Services shall be provided year-round excluding the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and 3 in-service days. The Contractor has discretion about placement of days off as long as they can meet the required one thousand, three hundred and eighty (1,380) operating hours of programming.

3.7.3. The Contractor is required under HSPSS to maintain an attendance rate of 85% or better.

3.7.4. Attendance must be taken and entered into ChildPlus within 15 minutes of the beginning of the classroom session and will be updated throughout the day to record tardy arrivals and early departures.

3.7.5. Attendance within ChildPlus will be used to confirm Contractor's billing statement each month.

3.7.6. Payment for each Student begins upon the first date of attendance.

3.7.7. When a Student is absent for three (3) consecutive unexcused days the Contractor will notify the District within forty-eight (48) hours.

3.7.8. Contractor shall receive payment for each Slot based on the number of actual hours each child attends the Facility. If a child ends their attendance at the Facility, the Contractor may fill the Slot with a Student from the waitlist, and the remainder of the 1,380 hours may be used for the new Slot.

3.8. **Results Matter and Assessment.** The Contractor must participate in all assessment data collection requirements as required under the Colorado Department of Education's Results Matter program ("Results Matter"). Which includes three (3) assessment reporting periods during the year ("Reporting Period").

3.8.1. The District shall provide access, pay for licensing and integration to ChildPlus and the assessment system of Teaching Strategies ("TS GOLD").

3.8.2. All teachers will be required to attend the District's early childhood assessment training and become inter-rater reliable before the first assessment Reporting Period beginning on October 17, 2022.

3.8.2.1. New teachers starting after October 17, 2022, must complete the early childhood assessment training and become inter-rater reliable prior to next Reporting Period after their start date.

3.8.3. The Contractor shall permit teachers weekly access, outside of classroom time, to an internet-connected computer to enter anecdotal data into TS GOLD.

3.8.4. The District may provide the Contractor technology to enter information within TS GOLD. The Contractor shall assume all responsibility for the use and care of all technology supplied by the District.

3.8.4.1. At the end of each year, all technology is returned to the District.

3.8.5. The Contractor will develop and implement an individual learning plan and individualized school readiness plan utilizing the results from the TS GOLD assessment for each Head Start Student.

3.9. **Food Program Services.**

3.9.1. Contractor must provide food services for Students which meet regulations of the Child and Adult Care Food Program (“CACFP”), The Colorado Department of Public Health and Environment Division’s Environmental Health and Sustainability Rules and Regulations Governing the Health and Sanitation of Child Care Facilities in the State of Colorado (“DHS”) and Head Start’s Health Head Start nutrition performance standards.

3.9.2. Contractor will employ necessary food service personnel to meet all requirements of the CACFP, DHS and the HSPPS.

3.9.3. Contractor will maintain all records and billing required by food service program.

3.10. **Additional Reporting Requirements.**

3.10.1. Contractor will submit their annual financial report no later than December 15 for the preceding year to the District’s Senior Accountant. The report shall include the full expenditures of Head Start Funds and non-federal funds.

3.10.2. Contractor will submit copies of their annual independent audit of providers financial operations within thirty (30) days of completion to the District’s Director.

3.11. **Fingerprinting and Background Checks.** Prior to and as a condition of the provision of any Services under this Agreement, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District’s expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.

3.12. **Notice of Actual or Alleged Misconduct.** Contractor shall notify both the District’s Risk Manager and the District’s Assistant Superintendent of Elementary Schools of any and all information, as soon as possible after Contractor learns of it, regarding actual or alleged misconduct involving any of Contractor’s employees who are providing or may provide Services under this Agreement that: (a) concerns a current or former Student enrolled in Contractor’s program; (b) concerns any child under 18 years of age; or (c) reasonably indicates that it may be inappropriate for the employee to work with children.

3.13. **Records.** Contractor shall comply with all applicable federal, state and local laws concerning the maintenance, retention and disclosure of records regarding its operations, the Services, the Facility, and the Head Start Students and their families, which are

deemed to include but not necessarily be limited to the Colorado Open Records Act, the Family Educational Rights and Privacy Act, and the Colorado Preschool Program Act.

3.14. **Facility Visits and Document Review.** In order for the District to monitor and ensure compliance with this Agreement, Contractor shall allow District officials upon reasonable notice to visit the Facility at any time when Services under this Agreement are being provided, and shall allow District officials upon reasonable notice to inspect and copy all documents, whether in electronic or hard-copy form, related to the provision of Services under this Agreement.

3.15. **Equal Opportunity.** It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

3.16. **Independent Contractor.** Contractor shall provide the Services under this Agreement as an independent contractor of the District. As such, Contractor shall have the right to determine how and by whom the Services will be provided and the right to provide the Services free from the direction and control of the District, subject to and consistent with the terms and conditions of this Agreement.

3.16.1. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Agreement.

3.16.2. Nothing in this Agreement shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between Contractor and the District. Contractor is not a partner, agent or representative of the District and shall not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of Contractor and shall not represent itself to be a partner, agent or representative of Contractor.

3.16.3. Contractor shall not attempt or purport to extend the faith and credit of the District to any third party, person or entity. Contractor acknowledges and agrees that it has no authority to enter into any contract with a third party that would bind or in any way obligate the District.

3.17. **Certification Regarding a Worker Without Authorization.** Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization to provide services under this Agreement, and will not enter into a

contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with a worker without authorization to provide services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this Agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

3.17.1. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge, and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the a worker without authorization. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

3.18. **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email: coi@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section 3.18 shall not reduce the indemnification liability that Contractor has assumed in section 3.19 below.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. General Aggregate \$3,000,000
- c. Coverage shall not exclude claims for sexual abuse/molestation and physical abuse.
- d. Coverage shall not exclude claims for corporal punishment.
- e. Volunteers shall be included as insureds.
- f. Coverage must be written on an "occurrence" basis.
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Professional Liability

Minimum Limits

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Annual Aggregate Limit \$3,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- d. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

Crime Coverage (required if agreement includes extensive in-home services)

Minimum Limit Per Loss

\$100,000

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Contractor.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.

- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.
- f. If the Contractor is physically handling money at a Poudre School District R-1 location, the crime insurance policy must include coverage for Employee Theft of Client Property.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. If Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

If services involve transporting students, the following requirements apply:

- a. Medical Payment Coverage \$5,000
- b. Poudre School District and its elected officials and employees shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

Workers’ Compensation and Employers’ Liability

If Contractor is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer’s Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

3.19. **Indemnification**. The Contractor shall indemnify and hold harmless the District and the District’s Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys’ fees, costs and expenses, incurred as a result of any negligent

or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement.

3.20. **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

3.21. **Notices and Reports.** Except as otherwise specified in section 3.21.4 below, all notices and reports required or permitted under this Agreement shall be in writing and shall be either: (a) hand-delivered; or (b) sent via certified mail, return receipt requested and postage prepaid, to the address of the other party set forth below; or (c) sent via e-mail to the e-mail address of the other party set forth below. Except as otherwise specified in section 3.21.4 below, all notices and reports required or permitted under this Agreement shall be effective when delivered or sent as provided in this section 3.21, except that if a notice or report sent via certified mail has not been accepted by the addressee or picked up at the post office, it shall be deemed delivered on the third day after it was mailed.

3.21.1. Notices and reports to the District shall be made in accordance with the following contact information:

Poudre School District R-1
Attn: Tracy Stibitz
2407 LaPorte
Fort Collins, CO 80521
E-mail: tstibitz@psdschools.org

Poudre School District R-1
Attn: Early Childhood Director
Fullana Learning Center
220 N. Grant Avenue
Fort Collins, CO 80521
E-mail: rbenedict@psdschools.org

3.21.2. Notices to Contractor shall be made in accordance with the following contact information:

The Family Center/La Familia
Attn: Executive Director
309 Hickory Street, #5
Fort Collins, CO 80524
E-mail: gloria@thefamilycenterfc.org

The Family Center/La Familia
Attn: Education Director
309 Hickory Street, #5
Fort Collins, CO 80524
E-mail: joseph@thefamilycenterfc.org

3.21.3. Notices and reports to the District's Senior Accountant shall be made in accordance with the following contact information:

Poudre School District R-1
Attn: Senior Accountant
2407 LaPorte Avenue
Fort Collins, CO 80521
E-mail: bsirovy@psdschools.org

3.21.4. Initial notices required under section 3.13 of this Agreement of actual or alleged misconduct involving Contractor's employees shall be made by telephone as soon as possible after Contractor learns of it and shall be confirmed in writing, and all subsequent information and reports required under section 3.13 of this Agreement shall be made in writing as soon as possible after Contractor learns of it, to both the District's Risk Manager and Assistant Superintendent of Elementary Schools in accordance with the following contact information:

Poudre School District R-1
Attn: Risk Manager
2407 LaPorte Avenue
Fort Collins, CO 80521
Phone: (970) 490-3627
E-mail: kbennett@psdschools.org

Poudre School District R-1
Attn: Assistant Superintendent of
Elementary Schools
2407 LaPorte Avenue
Fort Collins, CO 80521
Phone: (970) 490-3007
E-mail: tgile@psdschools.org

4. **General Provisions.**

- 4.1. **No Assignment.** The Contractor shall not assign this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the District, which consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 4.2. **No Waiver.** The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
- 4.3. **Amendment or Modification.** No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by the District and the Contractor through written amendments to the Agreement, in the same manner and with the same formality as was done for this Agreement
- 4.4. **Conflict of Terms.** In the event of any conflict of terms found between this Agreement, any incorporated exhibits, any other terms and conditions, end user license agreements or privacy policies, the terms of this Agreement shall prevail.
- 4.5. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable by the District as provided herein in the event of such failure to perform or to comply by the Contractor.
- 4.6. **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Agreement shall be in Larimer County, Colorado.

- 4.7. **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person other than the District or the Contractor. It is the express intent of the parties that any third person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
- 4.8. **Binding Arbitration Prohibited.** The District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary is null and void.
- 4.9. **Attorney Fees and Costs.** In the event it becomes necessary for either party to institute litigation to enforce any provision of this Agreement, the substantially prevailing party in such litigation shall receive, as part of any judgment or award entered, its reasonable attorney fees and costs, including expert witness fees.
- 4.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.
- 4.11. **Headings.** The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- 4.12. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior Agreements, whether oral or written, pertaining to said subject matter.
- 4.13. **Signatures.** This Agreement may be executed and delivered via portable document format (pdf), and the pdf signature of any party shall be considered valid, binding, effective and an original for all purposes. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.
- 4.14. **Warranty of Authority.** The individuals signing below represent and warrant that they have the authority to execute this Agreement on behalf of their respective organizations and bind their respective organizations to the terms of this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District and Contractor have signed this Agreement with the intent that it be effective as of the date first set forth above.

THE FAMILY CENTER

POUDRE SCHOOL DISTRICT R-1

By: *Gloria Kat*
Gloria Kat (Sep 12, 2022 17:16 MDT)

Gloria Kat
Executive Director

By: _____

R. David Montoya
Executive Director of Finance

By: *Rebecca Benedict*
rbenedict@psdschools.org rbenedict@psdschools.org (Sep 13, 2022 17:25 MDT)

Rebecca Benedict
Director of Early Childhood Education

Exhibit A



THE PYRAMID MODEL FOR PROMOTING THE SOCIAL AND EMOTIONAL DEVELOPMENT OF INFANTS AND YOUNG CHILDREN FACT SHEET

THE TIERED FRAMEWORK OF THE PYRAMID MODEL

The Pyramid Model for Promoting the Social and Emotional Development of Infants and Young Children provides a tiered intervention framework of evidence-based interventions for promoting the social, emotional, and behavioral development of young children (Fox et al., 2003; Hemmeter, Ostrosky, & Fox, 2006). The model describes three tiers of intervention practice: universal promotion for all children; secondary preventions to address the intervention needs for children at risk of social emotional delays, and tertiary interventions needed for children with persistent challenges. The Pyramid Model was initially described as an intervention framework for children 2-5 years old within early childhood settings. However, newer iterations of the model provide guidance for the implementation of the framework with infants, toddlers and preschoolers, and include interventions needed to support children who are typically developing and who have or are at risk for developmental delays or disabilities (Hunter & Hemmeter, 2009).

TIER 1: UNIVERSAL PROMOTION

The first tier of the Pyramid Model involves two levels of practices that are critical to promoting the social development of young children. The first level of practices is the provision of nurturing and responsive caregiving relationships to the child. This includes the family or primary caregiver and the caregiver or teacher

within an early childhood program. In addition to a focus on the relationship to the child, this level of the pyramid also describes the need for developing partnerships with families and collaborative relationships among intervention or classroom team members.



There is ample evidence that the provision of a responsive and nurturing relationship is pivotal to a child's development (National Research Council, 2001; Shonkoff & Phillips, 2000). In their early years, children exist within a web of relationships with parents, teachers, other caring adults in their lives and eventually, peers. This web supplies the context within which healthy social emotional growth and the capacity to form strong positive relationships with adults and peers develop. The relationships level of the pyramid model includes practices such as: actively supporting children's engagement; embedding instruction within children's routine, planned, and play activities; responding to children's conversations; promoting the communicative attempts of children with language

delays and disabilities; and providing encouragement to promote skill learning and development.

The second level of universal promotion is the provision of supportive environments. Within home and community settings, this level of the pyramid refers to the provision of predictable and supportive environments and family interactions that will promote the child's social and emotional development. Universal practices for children with or at risk for delays or disabilities include receiving instruction and support within inclusive environments that offer the rich social context that is essential to the development of social skills and peer relationships.

In early care and education programs, this level of the pyramid refers to the design of classrooms and programs that meet the standards of high quality early education. This includes the implementation of a curriculum that fosters all areas of child development, the use of developmentally and culturally appropriate and effective teaching approaches, the design of safe physical environments that promote active learning and appropriate behavior, the provision of positive and explicit guidance to children on rules and expectations, and the design of schedules and activities that maximize child engagement and learning. At this level of the pyramid, families who receive early intervention services might be provided with information and support on establishing predictable routines; implementing specialized health care and treatment procedures; teaching social, emotional, and other skills within play and routine activities; promoting language and communication development; and fostering the development of play and social interaction skills.

TIER 2: SECONDARY PREVENTION

The secondary or prevention level of the Pyramid includes the provision of explicit instruction in social skills and emotional regulation. In early childhood programs, all young children will require adult guidance and instruction to learn how to express their emotions appropriately, play cooperatively with peers, and use social problem solving strategies. However, for some children it will be necessary to provide more systematic and focused instruction to teach children social emotional skills. Children might need more focused instruction on skills such as: identifying and expressing

emotions; self-regulation; social problem solving; initiating and maintaining interactions; cooperative responding; strategies for handling disappointment and anger; and friendship skills (Denham et al., 2003; Strain & Joseph, 2006). Families in early intervention programs might need guidance and coaching from their early intervention provider on how to promote their child's development of targeted social and emotional skills. Families of infants and young toddlers might need guidance and support for helping the very young child regulate emotions or stress and understand the emotions of others.

TIER 3: TERTIARY INTERVENTIONS

When children have persistent challenging behavior that is not responsive to interventions at the previous levels, comprehensive interventions are developed to resolve problem behavior and support the development of new skills. At this level of the Pyramid Model, Positive Behavior Support (PBS) is used to develop and implement a plan of intensive, individualized intervention. PBS provides an approach to addressing problem behavior that is individually designed, can be applied within all natural environments by the child's everyday caregivers, and is focused on supporting the child in developing new skills (Dunlap & Fox, 2009; Lucyshyn, Dunlap, & Albin, 2002). The process begins with convening the team that will develop and implement the child's support plan. At the center of the team is the family and child's teacher or other primary caregivers. The PBS process begins with functional assessment to gain a better understanding of the factors that are related to the child's challenging behavior. Functional assessment ends with the development of hypotheses about the functions of the child's challenging behavior by the team. These hypotheses are used to develop a behavior support plan. The behavior support plan includes prevention strategies to address the triggers of challenging behavior; replacement skills that are alternatives to the challenging behavior; and strategies that ensure challenging behavior is not reinforced or maintained. The behavior support plan is designed to address home, community, and classroom routines where challenging behavior is occurring. In this process, the team also considers supports to the family and

strategies to address broader ecological factors that affect the family and their support of the child.

KEY ASSUMPTIONS OF THE PYRAMID MODEL

The Pyramid Model was designed for implementation by early educators within child care, preschool, early intervention, Head Start, and early childhood special education programs. In the delivery of tier 2 and 3 interventions, it is assumed that programs will need to provide practitioners with support from a consulting teacher or specialist in the identification of individualized instructional goals and the design of systematic instructional approaches or behavior support plans. The Pyramid Model provides a comprehensive model for the support of all children. A child receiving services through special education might be served at any of the intervention tiers. The model was designed with the following assumptions related to implementation:

1. INCLUSIVE SOCIAL SETTINGS ARE THE CONTEXT FOR INTERVENTION

The focus of the Pyramid Model is to foster social emotional development. This requires a rich social milieu as the context of intervention and instruction. Thus, the model is designed for implementation within natural environments, interactions with the child's natural caregivers and peers, and classroom settings that offer opportunities for interactions with socially competent peers. Interventions do not involve pull out from those settings; rather, they are dependent on a rich social context where the number of opportunities to learn and practice social skills can be optimized.

2. PYRAMID MODEL TIERS HAVE ADDITIVE INTERVENTION VALUE

Each tier of intervention builds upon the previous tier. Tier 2 and 3 interventions are reliant on the provision of practices in the lower tiers to promote optimal child outcomes.

3. INSTRUCTIONAL PRECISION AND DOSAGE INCREASES AS YOU MOVE UP THE PYRAMID TIERS

The intervention practices and foci in tier 2 and 3 are not uniquely different teaching targets or approaches than the universal practices used to foster all children's social development. The differences between tiers are evident in the specificity of the instructional target, the precision of the instructional approach, the frequency of monitoring children's responsiveness to intervention efforts, and the number of instructional opportunities delivered to children at each level.

4. EFFICIENCY AND EFFECTIVENESS OF INTERVENTION IS OF PRIMARY IMPORTANCE

When children have challenging behavior or social-emotional risks, it is imperative that intervention is delivered quickly and effectively. There is ample research evidence that when children's challenging behavior persists, the problems are likely to worsen and become compounded by related problems including peer and adult rejection and coercive relationships (Dodge, Coie, & Lynham, 2006; Moreland & Dumas, 2008). Thus, the Pyramid model has been provided to early educators so that practitioners and programs can provide the most effective intervention needed to immediately support the child and result in desired child outcomes. Children in need of tier 2 or tier 3 approaches should have immediate access to those interventions.

5. FAMILIES ARE ESSENTIAL PARTNERS

The interventions involved in the Pyramid Model are reliant on the participation of families. All families are provided with information on how to promote their child's social development. When children are in need of tier 2 or 3 interventions, families are involved in the provision of systematic intervention by providing increased opportunities for the child to learn and practice new skills in the context of everyday activities and routines in the home and community. When children have persistent challenges, families and other persons involved with the child form a collaborative

team to develop and implement comprehensive interventions and supports that are applied in all of the child's routines and activities.

The Pyramid Model and related resources have been widely disseminated by two federally-funded research and training centers (i.e., Center on the Social Emotional Foundations for Early Learning {www.vanderbilt.edu/csefel} and the Technical Assistance Center on Social Emotional Interventions for Young Children {www.challengingbehavior.org}).

6. ADMINISTRATIVE SUPPORT IS ESSENTIAL

Implementing the Pyramid Model with fidelity and achieving positive outcomes for children and their families requires that administrators understand their roles in the implementation process. Every administrative decision impacts program quality and sustainability. Of particular importance are the facilitative administrative practices that provide sustained commitment, timely training, competent coaching, the use of process and outcome data for decision-making, and the development of policies and procedures that are aligned with high fidelity implementation (Mincic, Smith & Strain, 2009).

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- The information contained in this fact sheet is taken in large part from Fox, L., Carta, J., Strain, P., Dunlap, G., & Hemmeter, M.L. (2009). Response to Intervention and the Pyramid Model. Tampa, Florida: University of South Florida, Technical Assistance Center on Social Emotional Intervention for Young Children; www.challengingbehavior.org***

Exhibit B



EHS Reimbursement for the month:

Hourly Rate: \$

Slot	Name	Hrs/ Nov	Nov.	Hrs/ Dec	Dec	Hrs/ Jan	Jan	Hrs/ Feb	Feb	Hrs/ Mar	March	Hrs/ April	April	Hrs/ May	May	Hrs/ June	June	Hrs/ July	July	Hrs/ Aug	Aug	Hrs/ Sept	Sept	Hrs/ Oct	Oct	Total (of Services days in hours)	Remaining reimbursable services hours
1			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
2			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
3			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
4			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
5			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
6			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
7			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
8			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
9			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
10			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
11			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
12			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
13			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
14			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
15			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
16			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380
Total			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	1380

To: Bill To:

The Family Center
309 Hickory St Suite 5
Fort Collins, 80524
carla@thefamilycenterfc.org

Elizabeth Dunne
PSD Early Childhood Program
220 N Grant Ave
Fort Collins, CO 80521
970-490-3360
edunne@psdschools.org

Approved By: _____

Date: _____

Signed _____

SUPPLEMENT 1 - FEDERAL FUNDING PROVISIONS

The provisions of this Supplement 1 - Federal Funding Provisions are incorporated into and made a part of the attached agreement (the "Agreement" for purposes of this Supplement). The District has received federal funding for all or part of the Agreement purchase. The grant or other funding agreement between the District and the federal government requires that certain federal provisions be made a part of the Agreement. The District may change any of these provisions at any time in the District's discretion or at the request of an involved federal agency as approved by the Office of Federal Procurement Policy, or as otherwise mandated by federal law.

The party that is identified in the Agreement as entering into the Agreement with the District (the "Contractor" for purposes of this Supplement) certifies that, to the best of the Contractor's knowledge and belief, the Contractor, its principals, and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency (see, System for Award Management (SAM) at <https://www.sam.gov>). The Contractor SHALL COMPLY with the provisions of law listed below, all of which are hereby incorporated into the Agreement and are applicable as specified:

1. **Equal Employment Opportunity.** - *Applicable to contracts meeting the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.* Equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Required by 200 CFR §326, Appendix II to Part 200 (C).
2. **Davis-Bacon Act.** - *When required by federal program legislation, applicable to construction contracts of more than \$2,000.* Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5--Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The District will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D).
3. **Copeland "Anti- Kickback" Act.** - *When required by federal program legislation, applicable to construction contracts of more than \$2,000* (18 U.S.C. 874 and 40 U.S.C. 276c)- "Anti- Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3--Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act

provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The District will report all suspected or reported violations to the Federal awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (D)

4. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 327-333) - *Applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Not applicable to the purchase of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.* Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. Required by 200 CFR §326, Appendix II to Part 200 (E).
5. **Rights to Inventions Made Under a Contract or Agreement.** - *Applicable where the federal award funding the contract meets the definition of 'funding agreement' under 37 CFR §401.2(a).* Where the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor and its subcontractors must comply with the requirements of 37 CFR Part 40 I, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Required by 200 CFR §326, Appendix II to Part 200 (F).
6. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended. -*Applicable to contracts and subcontracts in amounts in excess of \$150,000.* "Contracts and subgrants of amounts in must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 - 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)." 200 CFR §326, Appendix II to Part 200 (G). Required by 200 CFR §326, Appendix II to Part 200 (G).
7. **Debarment and Suspension.** (E.O. 12549 and E.O. 12689). - "A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), 'Debarment and Suspension.' SAM Exclusions contains the names of

parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549." 200 CFR §326, Appendix II to Part 200 (H). Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees. Required by 200 CFR §326, Appendix II to Part 200 (H).

8. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352). *Applicable to contractors who apply or bid/or an award of \$100,000 or more.* Contractors shall file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient. Required by 200 CFR §326, Appendix II to Part 200 (I).
9. **Procurement of Recovered Materials.** *Applicable where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.* §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Required by 200 CFR §326, Appendix II to Part 200 (H).
10. **Access to Records.** - *Applies to all negotiated contracts except those for less than the small purchase threshold.* The District and the federal government, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. The contractor shall make access available. The Contractor shall place the same provision (requiring access to records) in any subcontract which would have to have this provision were it awarded by the District. Required by L_3015.183).
11. **Retention of Records.** - The Contractor shall retain all required records for three years after final payment under the Contract and all subcontracts (if any) are made and all other pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the three-year period, the Contractor shall retain the records until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. Required by L_3015.138).

12. **Age Discrimination Act of 1975, as amended 42 U.S.C. 6101, et seq.**

13. **Age Discrimination in Employment Act of 1967 29 U.S.C., 621-634.**
14. **Americans with Disabilities Act of 1990 (ADA) 42 U.S.C. 12101, et seq.**
15. **Equal Pay Act of 1963 29 U.S.C. 206(d).**
16. **Federal Water Pollution Control Act, as amended 33 U.S.C. 1251, et seq.**
17. **Immigration Reform and Control Act of 1986 8 U.S.C. 1324b.**
18. **Section 504 of the Rehabilitation Act of 1973 as amended 29 U.S.C. 794.**
19. **Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, et seq.**
20. **Title VII of the Civil Rights Act of 1964 42 U.S.C. 2000e.**
21. **Title IX of the Education Amendments of 1972 as amended 20 U.S.C. 1681.**
22. **State Laws Civil Rights Division Section 24-34-301, CRS, et seq.**
23. **Health Insurance Portability & Accountability Act of 1996 ("HIPAA").** - *Applicable to medical information.* Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d-I 320d-8 and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.
24. **Confidentiality of Records.** - The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Agreement and comply with HIPAA and its rules and regulations. Except as provided by law, no information in possession of the contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplications and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees agents and subcontractors, if any, with a copy of or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in the Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.
25. **Conflicts of Interest.** - The Contractor shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of the Contract. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent;
- Any member of the employee's immediate family;
- The employee's partner; or
- An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or sub-grantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor, potential contractors, or parties to sub-agreements.

26. **Energy Efficiency.** - The Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
27. **Termination.** - The District, by written notice, may terminate the Contract at any time, in whole or in part, when it is in the District's or federal government's interest. If this Contract is terminated for any reason, the District shall be liable only for payment under this Contract for services rendered or goods provided before the effective date of termination.
28. **Materials.** - If applicable, all materials peculiar to the Work of Contractor under this Contract is the property of the District, for its exclusive use and re-use without further compensation and without restriction. Upon completion of the Work, or at such other time as the District requires, Contractor shall deliver to the District a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Contractor conveys to District and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Agreement. District shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the contractor.
29. **Cost-Reimbursements in Food Contracts.** *Applicable to food service cost-reimbursable contracts subject to contracts.* The provisions concerning cost reimbursements set forth in 7 CFR §210.21 (f) are hereby incorporated herein. Required by 7 CFR §210.21.