



DHLW Early Childhood Area
Des Moines, Henry, Louisa, Washington

Draft

Agenda
June 21st 2022
5:30pm
Masonic Lodge
206 N Main St, Mt. Pleasant, IA

Call to order (Establishment of quorum)

Approval of Agenda Action

Review/Acceptance of Minutes Action

1. Consider approval of May 17th 2022 minutes

Financial Report – Tasha Beghtol Action

2. Consider approval of current financial summary

RFP/RFR Committee – FY23 Process Continued

3. Consider approval to un table the recommendation for funding to the Mt Pleasant Childcare Center Action
4. Consider revised committee recommendation for the Mt Pleasant Community Childcare Center Action
5. Consider approval of contract and revised budget for the Family Connection program with Henry Co ISU Agricultural Extension Action
6. Consider approval of contract and revised budget for the Preschool Scholarship program with Community Action of Southeast Iowa Action
7. Consider approval of contract and revised budget for the Burlington Early Childhood Center with Burlington CSD Action
8. Consider approval of contract and budget for the EC-PBIS project with Henry Co ISU Agricultural Extension Action
9. Update on EPIC and PAT contracts Discussion

Administrative update – Tasha Beghtol Information

Open Public Input

Tasha Beghtol is inviting you to a scheduled Zoom meeting.

Topic: DHLW Board

Time: Jun 21, 2022 05:30 PM Central Time (US and Canada)

Every month on the Third Tue, 1 occurrence(s)

Individuals with disabilities are encouraged to attend. If you are a person with a disability who requires an accommodation in order to participate in this event please contact the Director at 319-461-1369.

Jun 21, 2022 05:30 PM

Please download and import the following iCalendar (.ics) files to your calendar system.

Monthly:

https://us02web.zoom.us/meeting/tZcrfu6hqTkuGtz10uVzohtyldjFbe7Uuu61/ics?icsToken=98tyKuGrqDItE9OXtBmPRpwqBIr4KPPwtnpbjbdHzU_wNTpcahfOuZIFLB6R-3F

Join Zoom Meeting

<https://us02web.zoom.us/j/83697972408?pwd=UFJ6SkNKUnBadjBVV3ZseGVacEszZz09>

Meeting ID: 836 9797 2408

Passcode: 099866

One tap mobile

+12532158782,,83697972408#,,, *099866# US (Tacoma)

+13462487799,,83697972408#,,, *099866# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 836 9797 2408

Passcode: 099866

Find your local number: <https://us02web.zoom.us/u/kI7vhXCgy>

Individuals with disabilities are encouraged to attend. If you are a person with a disability who requires an accommodation in order to participate in this event please contact the Director at 319-461-1369.

DHLW Early Childhood Area
Des Moines, Henry, Louisa, Washington
May 17th 2022 5:30pm
206 N Main St., Mt Pleasant IA.

Minutes

Members Present: Tricia Lipski, Shane McCampbell, Cyndi Mears, Brad Quigley, Melody Raub, Alisa Smith, Unity Stevens, Stan Stoops

Members Absent: Andrea Bowen, Matt Latcham, Chad Reckling, Mike Steele

Advisory members and guests present: Tasha Beghtol, Jan Shelman, Emily Tolkiem, Melissa Tucker, Martha Hernandez, Christine O' Brien, Roberta Sloat, Adam Robinson, Bryan Baker, Amy McLaughlin, Joy Szewczyk, Linda Cavazos, Sheri Wilson, Sarah Droege, Toni Krana, Venissa White, Tammee DeCoursey

Meeting was called to order by Tricia Lipski at 5:35pm with a quorum present

Agenda

Motion to approve the agenda as presented

Moved: Stan Stoops **Seconded:** Unity Stevens

Motion carried unanimously

Minutes

Motion to approve minutes of the March 15th 2022 meeting as submitted

Moved: Brad Quiley **Seconded:** Stan Stoops

Motion carried unanimously

Board Membership

Members reviewed a resignation from Chad Reckling.

Motion to accept Chad Reckling's resignation with regret.

Moved by Melody Raub **Seconded** by Cyndi Mears

Motion carried unanimously

The DHLW Board has 11 members and requires 6 for quorum.

Financial Report

Tasha Beghtol reviewed the financial summary and the monthly postings report from Central Iowa Juvenile Detention Center. RVAP shows \$0 spent. They have submitted a bill and should spend more before the rest of the year. The Quality Improvement Grants budget has been awarded with bills expected in May and June. The QI Grants budget has \$767 left to consider new applications per policy 4.9a.

Motion to approve the financial summary as presented

Moved: Brad Quigley **Seconded:** Stan Stoops

Motion carried unanimously

Program Presentation

Venissa White and Adam Robinson provided an update and answered questions about the Sexual Abuse Prevention trainings through RVAP. The trainings use Darkness to Light curriculum and are open to childcare providers and the public. Discussion was held regarding how to increase interest and potential use of translation services.

One-Time Purchase Request (Policy 4.9a)

Members reviewed an application from St James 3 yr old preschool program. The total request (\$1,499.76) exceeds the balance remaining for awards. Tasha Beghtol shared that the preschool would utilize and purchase items noted on the list regardless of award amount.

Motion to approve \$767.45 to St James for items identified in the One-time Purchase application.

Moved by Melody Raub **Seconded** by Unity Stevens

Motion carried unanimously

FY22 Contract Amendment Requests

PAT Program

Members discussed the PAT contract amendment request from Community Action of Southeast Iowa. The amendment was tabled at the last meeting. Discussion was held regarding the purpose of the amendment and reasons for the delay. Sheri Wilson answered questions about Community Action's process for budgeting and details specific to this contract. Members shared concern about approving an increase for salaries that were adjusted in October prior to the amendment request. Additional discussion was held regarding the need to increase wages in all sectors and retain staff. The board's amendment policy (4.4) was reviewed and conflict of interest for 2 members that sit on both boards was noted.

Motion to not approve the contract amendment as submitted by Community Action of SE Iowa for the PAT program.

Moved by Melody Raub **Seconded** by Unity Stevens

Shane McCampbell abstained

Cyndi Mears abstained

Brad Quigley – No

Melody Raub – Yes

Alisa Smith – No

Unity Stevens – Yes

Stan Stoops – No

Motion failed

Additional discussion held regarding the motion and results. The amendment is not approved and still actionable. Members discussed the indirect administration rate and the DHLW policy.

Motion to approve the contract amendment with a maximum of 8% for indirect administration to Community Action of SE Iowa for the PAT program.

Moved by Melody Raub **Seconded** by Brad Quigley

Shane McCampbell abstained

Cyndi Mears abstained

Brad Quigley – Yes

Melody Raub – No

Alisa Smith – No

Unity Stevens – No

Stan Stoops – Yes

Motion failed, the contract amendment request is not approved

Preschool Scholarship program

Members reviewed the contract amendment request from Community Action of SE Iowa for the Preschool Scholarship program.

Motion to approve the contract amendment as submitted by Community Action of SE Iowa for the Preschool Scholarship program.

Moved by Melody Raub

Seconded by Unity Stevens

Shane McCampbell abstained

Cyndi Mears abstained

Brad Quigley – Yes

Melody Raub – Yes

Alisa Smith – Yes

Unity Stevens – Yes

Stan Stoops – Yes

Motion carried unanimously

Executive Committee

Treasurer

The Treasurer position is now vacant due to the resignation of Chad Reckling. Stan Stoops volunteered to fill the vacancy until the end of the calendar year when all officer positions will be up for new membership.

Motion to approve Stan Stoops as DHLW Treasurer effective this date through December 31st 2022.

Moved: Melody Raub **Seconded:** Cyndi Mears

Motion carried unanimously

FY23 Board operational and administrative budget

Tricia Lipski shared information about the annual Director performance evaluation and proposed FY23 board operational and administrative budget. The budget reflects a 5% salary increase, insurance stipend, mileage and anticipated increases in board liability insurance. Fiscal agent and employer of record fees are unchanged.

Motion to approve the FY23 DHLW Board Operational and Administrative budget as presented by the Executive Committee.

Moved: Unity Stevens **Seconded:** Brad Quigley

Motion carried unanimously

FY23 Fiscal Agent Agreement

Tasha Beghtol reviewed the fiscal agent agreement to be submitted to the state ECI office once approved and assigned. The \$8,304 fees include fiscal agent, employer of record, and annual audit.

Motion to approve the FY23 Fiscal Agent Agreement with Central Iowa Juvenile Detention Center as presented.

Moved: Cyndi Mears **Seconded:** Unity Stevens

Stan Stoops was absent during vote

Motion carried unanimously

Policy 4.4

Tasha Beghtol shared proposed revisions to Policy 4.4 Provider Budget – Amendment Process. Changes made to reduce confusion between contract amendments and budget adjustments.

Motion to approve the revised Policy 4.4 as presented.

Moved: Unity Stevens **Seconded:** Stan Stoops

Motion carried unanimously

Tasha Beghtol reviewed the Executive Committee minutes regarding the recommendation to table action for the Mt Pleasant Childcare Center renewal until June. First Children's Finance will be providing their initial financial report to the Mt Pleasant Center board in early June. Tasha asked that at least a few members from the DHLW Board attend that meeting and then reconvene to discuss the RFR recommendation and any changes that may need to be considered.

RFR/RFP Committee

Members reviewed notes from the April 26th Annual Meeting – RFR/RFP Committee. All 14 contractors submitted renewal applications and there was a joint board meeting held with other ECI areas to discuss the PBIS pilot project. Projected funding available for FY23 is not sufficient to support all requests. Additional details can be found in the April 26th committee minutes. Members considered each renewal application and committee recommendation individually for votes.

Louisa Healthy Families

Motion to approve \$83,456, as requested, to LSI for Louisa Healthy Families program.

Moved by Melody Raub seconded by Stan Stoops

Motion carried unanimously

EPIC

Motion to approve \$50,132 to Young House Family Services for the EPIC program.

Moved by Brad Quigley seconded by Unity Stevens

Motion carried unanimously

Award is less than amount requested. Revised budget and contract required for approval at the June meeting.

PAT

Motion to approve \$70,600 to Community Action of SE Iowa for the Parents as Teachers program.

Moved by Unity Stevens seconded by Stan Stoops

Abstention by Cyndi Mears

Abstention by Shane McCampbell

Motion carried

Award is less than amount requested. Revised budget and contract required for approval at the June meeting.

Family Connection

Motion to approve \$301,000 to Henry Co ISU Agricultural Extension for the Family Connection program.

Moved by Melody Raub seconded by Brad Quigley

Motion carried unanimously

Award is less than amount requested. Revised budget and contract required for approval at the June meeting.

Burlington Early Childhood Center

Motion to approve \$57,500 to Burlington CSD for the Burlington Early Childhood Center.

Moved by Cyndi Mears seconded by Stan Stoops

Motion carried unanimously

Award is less than amount requested. Revised budget and contract required for approval at the June meeting.

Mt Pleasant Community Childcare Center

Motion to table the recommendation until June per the Executive Committee report.

Moved by Unity Stevens seconded by Melody Raub

Motion carried unanimously

CCNC – Henry, Louisa, Washington

Motion to approve \$37,671. As requested, to Trinity Muscatine Public Health for the Child Care Nurse Consultant services in Henry, Louisa, and Washington Counties.

Moved by Cyndi Mears seconded by Brad Quigley

Motion carried unanimously

CCNC – Des Moines

Motion to approve \$49,883, as requested, to Lee Co Health Department for Child Care Nurse Consultant services in Des Moines County.

Moved by Unity Stevens seconded by Cyndi Mears

Motion carried unanimously

Dental – Henry Washington

Motion to approve \$5,075, as requested, to Washington Co Public Health for dental services in Henry and Washington Counties from July – September.

Moved by Cyndi Mears seconded by Stan Stoops

Motion carried unanimously

Dental – Louisa

Motion to approve \$1,477.56, as requested, to Trinity Muscatine Public Health for dental services in Louisa Co from July – September.

Moved by Brad Quigley seconded by Stan Stoops

Motion carried unanimously

Dental – Des Moines

Motion to approve \$15,550.86, as requested, to Lee County Health Department for dental services in Des Moines Co from July – September.

Moved by Stan Stoops seconded by Unity Stevens

Motion carried unanimously

RVAP

Motion to approve the committee's recommendation to not renew a contract for Child Abuse Prevention Training through RVAP.

Moved by Unity Stevens seconded by Stan Stoops

CART

Motion to approve the committee's recommendation to not renew a contract for CART services with Grant Wood AEA.

Moved by Cyndi Mears seconded by Unity Stevens

Motion carried unanimously

Preschool Scholarship

Motion to approve \$50,000 to Community Action of SE Iowa for the Preschool Scholarship program.

Moved by Melody Raub seconded by Stan Stoops

Abstention by Cyndi Mears

Abstention by Shane McCampbell

Motion carried

Award is less than amount requested. Revised budget and contract required for approval at the June meeting.

EC-PBIS Regional Pilot Project

Motion to approve the committee's recommendation to budget \$100,000 for the EC-PBIS project and contract with Henry County ISU Agricultural Extension.

Moved by Melody Raub seconded by Stan Stoops

Motion carried unanimously

Contract and final budget to be considered at the June meeting.

Administrative Update

Tasha Beghtol shared an update on the ECI state office moving to DHS. A new MOU has been requested by the state office to keep the general functions of ECI as for one year. There has not been any legislative changes to ECI as of today.

Motion to adjourn at 7:35

Minutes submitted by Tasha Beghtol, Director

Approved on _____ Secretary _____

DRAFT

CIJDC financial report ending May 2022

REVENUE

| | | |
|---------------------|----|------------|
| FY21 carryover | \$ | 168,007.25 |
| FY22 revenues | \$ | 902,367.00 |
| interest earned YTD | \$ | 35.06 |

\$ 1,070,409.31

EXPENDITURE

| | | |
|------------------|----|------------|
| YTD expenditures | \$ | 753,853.09 |
| CART void | \$ | (4,448.46) |
| Gill void | \$ | (1,750.00) |

\$ 747,654.63

SUMMARY BY CONTRACT

| | PROGRAM | CONTRACT - Budget | Y-T-D EXPENSES | BALANCE | % SPENT |
|----|-----------------------------------|----------------------|-------------------|---------------|---------|
| 1 | CCNC - Henry/Louisa/Washington | \$ 52,866.00 | \$ 36,858.12 | \$ 16,007.88 | 70% |
| 2 | CCNC - DSM Co | \$ 35,688.00 | \$ 29,119.68 | \$ 6,568.32 | 82% |
| 3 | Burlington CSD | \$ 112,796.00 | \$ 67,885.78 | \$ 44,910.22 | 60% |
| 4 | CART - Washington Co | \$ 22,467.11 | \$ 14,437.11 | \$ 8,030.00 | 64% |
| 5 | RVAP | \$ 4,435.81 | \$ 334.54 | \$ 4,101.27 | 8% |
| 6 | Mt Pleasant Childcare | \$ 72,000.00 | \$ 49,958.91 | \$ 22,041.09 | 69% |
| 7 | First Children's Finance | \$ 10,875.00 | \$ 7,275.00 | \$ 3,600.00 | 67% |
| 8 | FAMILY CONNECTION - Washington | \$ 14,133.28 | \$ 14,133.28 | \$ - | 100% |
| 9 | THE FAMILY CONNECTION | \$ 254,059.00 | \$ 191,156.11 | \$ 62,902.89 | 75% |
| 10 | Louisa Healthy Families (HOPES) | \$ 77,464.00 | \$ 58,290.25 | \$ 19,173.75 | 75% |
| 11 | PAT - Des Moines Co | \$ 70,509.00 | \$ 57,956.22 | \$ 12,552.78 | 82% |
| 12 | EPIC - Young House | \$ 58,247.64 | \$ 40,160.68 | \$ 18,086.96 | 69% |
| 13 | PRESCHOOL SCHOLARSHIPS - All | \$ 49,428.00 | \$ 31,621.89 | \$ 17,806.11 | 64% |
| 14 | DENTAL - Henry/Washington | \$ 14,725.00 | \$ 9,765.63 | \$ 4,959.37 | 66% |
| 15 | DENTAL - Louisa Co | \$ 13,638.10 | \$ 3,195.34 | \$ 10,442.76 | 23% |
| 16 | DENTAL - DSM Co | \$ 30,977.76 | \$ 22,145.41 | \$ 8,832.35 | 71% |
| 17 | Quality Improvement Grants (4.9a) | \$ 20,000.00 | \$ 9,097.64 | \$ 10,902.36 | 45% |
| 18 | STAFF | \$ 89,860.00 | \$ 81,614.26 | \$ 8,245.74 | 91% |
| 19 | EC ADMINISTRATION | \$ 4,285.00 | \$ 3,771.78 | \$ 513.22 | 88% |
| 20 | SR- ADMINISTRATION | \$ 10,833.81 | \$ 9,368.90 | \$ 1,464.91 | 86% |
| 21 | SR general SUMMIT** | \$ 3,000.00 | \$ 9,508.10 | \$ (6,508.10) | 317% |
| | TOTAL | \$ 1,022,288.51 | \$ 747,654.63 | \$ 274,633.88 | 73% |

SUMMARY BY FUNDING CATEGORY

| CATEGORY | BUDGET | Y-T-D EXPENSES | BALANCE | % SPENT |
|--------------------------|-----------------|-------------------|---------------|---------|
| SR - ADMIN | \$ 35,333.81 | \$ 31,518.30 | \$ 3,815.51 | 89% |
| SR - QUALITY IMPROVEMENT | \$ 67,582.96 | \$ 54,718.54 | \$ 12,864.42 | 81% |
| SR - GENERAL | \$ 731,176.12 | \$ 501,677.61 | \$ 229,498.51 | 69% |
| SR general SUMMIT | \$ 3,000.00 | \$ 9,508.10 | \$ (6,508.10) | 317% |
| EC ADMIN | \$ 9,785.51 | \$ 8,518.10 | \$ 1,267.41 | 87% |
| EC - GENERAL | \$ 226,905.16 | \$ 141,713.98 | \$ 85,191.18 | 62% |
| TOTAL | \$ 1,073,783.56 | \$ 747,654.63 | \$ 326,128.93 | 70% |

1:27 PM
06/01/22
Cash Basis

Central Iowa Detention
DHLW #1 Postings Report- MONTH CASH
May 2022

| Num | Date | Name | Account | Paid Amount |
|-------|------------|---------------------------------------|--|--------------|
| 1614 | 05/25/2022 | CIJDC | DHLW EC Admn <i>VISA</i> | -43.81 ✓ |
| 1615 | 05/25/2022 | Little Ducklings Daycare | DHLW EC General <i>Policy 4.9a</i> | -8,150.08 ✓ |
| 1627 | 05/25/2022 | Burlington CSD | DHLW EC General | -6,589.92 ✓ |
| 1628 | 05/25/2022 | Mt Pleasant Childcare | DHLW EC General | -5,396.92 ✓ |
| 1629 | 05/25/2022 | University of Iowa RVAP Program | DHLW EC General <i>RWAP</i> | -334.54 ✓ |
| 1630 | 05/25/2022 | Grant Wood AEA | DHLW EC General <i>CART</i> | -2,172.11 ✓ |
| 1614 | 05/25/2022 | CIJDC | DHLW SR Admn <i>VISA</i> | -155.35 ✓ |
| 1618 | 05/25/2022 | Community of Action of Southeast Iowa | DHLW SR General <i>PAT</i> | -4,616.59 ✓ |
| 1619 | 05/25/2022 | Community of Action of Southeast Iowa | DHLW SR General <i>PS scholarship</i> | -5,327.19 ✓ |
| 1620 | 05/25/2022 | Lutheran Services in Iowa | DHLW SR General <i>Health + Families</i> | -5,679.70 ✓ |
| 1621 | 05/25/2022 | Trinity Muscatine Public Health | DHLW SR General <i>CCNL</i> | -4,576.36 ✓ |
| 1622 | 05/25/2022 | Lee county Health | DHLW SR General <i>CCNL</i> | -4,004.87 ✓ |
| 1623 | 05/25/2022 | Lee county Health | DHLW SR General <i>Dental</i> | -5,879.60 ✓ |
| 1624 | 05/25/2022 | Henry County Extension | DHLW SR General <i>Family Connection</i> | -22,560.63 ✓ |
| 1625 | 05/25/2022 | Washington County Public Health | DHLW SR General <i>Dental</i> | -1,441.44 ✓ |
| 1626 | 05/25/2022 | Young House Family | DHLW SR General <i>EPIC</i> | -4,462.53 ✓ |
| 1616 | 05/25/2022 | Van Dijk Consultants | DHLW SR <u>Summit</u> | -200.00 ✓ |
| 1617 | 05/25/2022 | Iowa State University | DHLW SR <u>Summit</u> | -200.00 ✓ |
| 1631 | 05/31/2022 | CIJDC | DHLW EC Admn | -627.39 |
| 1631 | 05/31/2022 | CIJDC | DHLW SR Admn | -2,324.97 |
| 1631 | 05/31/2022 | CIJDC | DHLW SR Quality Improvement | -4,387.67 |
| INT | 05/31/2022 | ECI | DHLW EC General | 0.86 |
| INT | 05/31/2022 | ECI | DHLW SR General | 2.73 |
| TOTAL | | | | -89,128.08 |

Staff +
Disca



DHLW Early Childhood Area

Des Moines, Henry, Louisa, Washington

RFP/RFR Committee Minutes June 9th 2022 5:00pm

Members Present: Cyndi Mears, Melody Raub, Unity Stevens, Mike Steele, Tasha Beghtol

Mt Pleasant Childcare Center

Members discussed the report by First Children's Finance provided to the Mt Pleasant Childcare Center Board at a joint meeting held on June 6th in Mt Pleasant. Cyndi, Melody, and Mike were in attendance at that meeting. FCF identified several recommendations regarding the center's fiscal practices and board operations.

Discussion was held regarding the initial recommendation by the committee to offer \$32,000 for staff support in FY23. The center requested \$101,000. Members shared concern about the sustainability of the center, but are hopeful that with the continued guidance from FCF the childcare center board members can turn things around. Members agreed that continued funding poses some risk, but that the center is at greater risk without continued support from DHLW.

Members reviewed the Burlington CSD request for similar services. BCSD had requested \$131,790 and was awarded \$57,500 (~43%). Discussion was held regarding what types of additional requirements should be included in the contract, if the committee were to increase the amount recommended for the Mt Pleasant Center. Members agreed that any recommendation for funding by the DHLW board must include requirements to complete tasks identified in the FCF report, with due dates, and a full audit.

Based on the discussion and acknowledging that an audit will cost the center additional fees, the committee agreed to modify the recommendation for funding to the Mt Pleasant Childcare Center as follows:

Recommendation: To consider approving \$50,000 to the Mt Pleasant Childcare Center in FY23 for the purpose of supporting staff salaries. The contract will include an audit requirement along with detailed list of corrective action steps with due dates.

The modified recommendation will be considered by the full board at the June 21st meeting. In addition, the committee recommends that both of the childcare staffing support contracts be written as general staff support paid out in equal parts over 12 months. This will change the contracts from being specifically tied to a staff position subject to fluctuation, and ensure that contracts will spend down appropriately in full.

Other Updates:

The EPIC program has notified the DHLW office that they will not be accepting the offer for FY23 and will be closing the program.

DHLW Board meeting Handout – June 21st 2022

FY23 RFR Process Continued - Revised budgets/scope based on RFRs awarded less than the original request

Family Connection

Henry County Agricultural Extension District

RFR requested amount \$318,287

Amount Approved \$301,000

Adjustments made:

- Reduced FTEs – remain the same as FY22
- Removed incentives

Fiscal Year 2023 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 100 Children served
- b. 65 Families served
- c. 1711 Home visits completed
- d. 12 Group events completed
- e. 90% or greater of children will receive a developmental screening
- f. 35% or greater of enrollment will be to first time moms
- g. 25% or greater of enrollment will be prenatal
- h. 80% or greater of families will be at or below 201% poverty level
- i. 5% or less of children enrolled will be 4 or 5 years of age

Preschool Scholarships

Community Action of Southeast Iowa

RFR requested amount \$75,821

Amount approved \$50,000

Adjustments made:

- Reduced FTEs from .25 to .22
- Reduced incentives

Fiscal Year 2023 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 11 participating preschools
- b. 39 children
- c. 90% of eligible children will be screened for developmental and social/emotional delays
- d. 100% of participating preschools will meet quality measures

Burlington Early Childhood Center

Burlington Community School District

RFR request \$131,790

Amount approved \$57,500

Adjustments made:

- Reduced portion of salaries to be covered by DHLW
- Reimbursement to be paid out in 12 equal monthly portions

Fiscal Year 2023 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 50 children served
- b. 100% of children will be screened for developmental delays
- c. 85% of children will demonstrate age appropriate skills
- d. IQ4K level 4

Budget Form for FY23 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

The Family Connection

| Line Item descriptions and budget justification | Request to DHLW | Other funding | Source of other funding |
|---|-----------------|---------------|-------------------------|
| Direct staff salaries | \$ 195,271.00 | \$ - | |
| Family Support Supervisor 1.0 FTE \$30.90/hr x 2080 = 64,272 | | | |
| Family Support Specialist 1.0 FTE \$24.72/hr x 2080 = 51,418 | | | |
| Family Support Specialist 1.0 FTE \$22.66/hr x 2080 = 47,133 | | | |
| Family Support Specialist 0.80 FTE \$19.50/hr x 1664 = 32,448 | | | |
| | | | |
| | | | |
| | | | |
| Direct Staff Benefits | \$ 70,763.00 | \$ - | |
| 4 staff at 1.0 FTE x \$779/month x 12 months = 37,392 | | | |
| IPERS/FICA 17.09% = 33,371 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Contract Services | \$ - | \$ - | |
| N/A | | | |
| | | | |
| | | | |
| Travel | \$ 10,000.00 | \$ - | |
| 1550 miles per month x 12 months | | | |
| | | | |
| | | | |
| | | | |
| Equipment | \$ - | \$ - | |
| insert narrative here | | | |
| | | | |

| | | | | |
|--|--|----|------------|----|
| | | | | |
| Office Supplies | | \$ | 4,000.00 | \$ |
| Copies, ink, postage, marketing, storage items, program materials | | | | - |
| | | | | |
| | | | | |
| | | | | |
| Operational | | \$ | 4,650.00 | \$ |
| Iowa Family Support Credential = \$450 | | | | - |
| Parents as Teachers Curriculum Access | | | | |
| Foundational 1 \$265 x 4 = 1060 | | | | |
| Foundation 2 \$55 x 4 = 220 | | | | |
| Visit Tracker = \$517 | | | | |
| Cell phone 4 staff x \$50 x 12 months = 2400 | | | | |
| | | | | |
| Staff Professional Development | | \$ | 2,000.00 | \$ |
| General Early Childhood and Family Support ongoing education | | | | - |
| 4 staff x \$500 | | | | |
| | | | | |
| | | | | |
| Incentives | | | | \$ |
| Hygiene items, cleaning supplies, diapers, wipes, health and safety items, general baby supplies | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| subtotal | | \$ | 286,684.00 | \$ |
| Indirect Administration - Maximum allowed without a federally approved rate is 5% | | \$ | 14,316.00 | |
| | | | | |
| | | | | |
| TOTAL | | \$ | 301,000.00 | \$ |
| | | | | - |



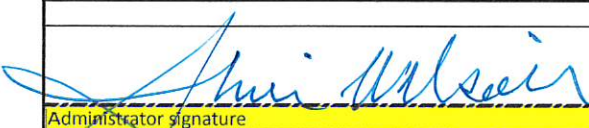
 Administrator signature

6/9/22

 date

Budget Form for FY23 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

Insert program title and organization name here

| Line Item descriptions and budget justification | Request to DHLW | Other funding | Source of other funding |
|---|-----------------|---------------|-------------------------|
| Direct staff salaries 12 hours per year for supervisor and grant management 12X\$38.88=\$467 .22 FTE for Program Specialist = 458 hoursX \$14.88=\$6,815 | \$ 7,282.00 | \$ - | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Direct Staff Benefits Includes state/federal taxes, retirement, workers comp, health insurance, FICA | \$ 2,913.00 | \$ - | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Contract Services N/A | \$ - | \$ - | |
| | | | |
| | | | |
| Travel Mileage to meetings/outreach | \$ 150.00 | \$ - | |
| | | | |
| | | | |
| Equipment N/A | \$ - | \$ - | |
| | | | |
| | | | |
| Office Supplies Includes: ink, postage, copies, general office supplies, ASQ, ASQE, outreach supplies, applications, etc. | \$ 913.00 | \$ - | |
| | | | |
| | | | |
| Operational Includes: office space, utilities, phone, internet, computer and data security services. Office space--\$90.00 X 12 months = \$1,080. Utilities, phone, internet and antivirus/data security--\$80.00 X 12 months = \$960. Insurance--property/liability--\$4.50 X 12 months = \$54. | \$ 2,094.00 | \$ - | |
| | | | |
| | | | |
| Staff Professional Development Training/Agency Inservices | \$ 100.00 | \$ - | |
| | | | |
| | | | |
| Incentives Scholarships on behalf of parents to preschools 39 children X \$100 average reimbursement per month X 9 months = \$35,100. Decreased reimbursement from \$5.00 per hour to \$4.00 per hour. | \$ 35,100.00 | \$ - | |
| | | | |
| subtotal | \$ 48,552.00 | \$ - | |
| Indirect Administration - Maximum allowed without a federally approved rate is 5% | \$ 1,448.00 | | |
| Federally approved rate is 14.2% on salaries and fringe only | | | |
| TOTAL | \$ 50,000.00 | \$ - | |
| <div style="display: flex; justify-content: space-between;"> <div>  Administrator signature </div> <div> 6/6/2022 date </div> </div> | | | |

Budget Form for FY23 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

Burlington Community School District's Corse Early Childhood Center

| Line Item descriptions and budget justification | Request to DHLW | Other funding | Source of other funding |
|---|-----------------|---------------|-------------------------|
| Direct staff salaries | \$ 38,000.00 | \$ 242,000.00 | Tuition from center |
| 1 CECC On-Site Supervisor (1FTE) 40hrs/week @ \$18/hr x50 weeks= \$38,000 | | | |
| 7 CECC Professionals (1FTE) 40hrs/week @ \$11/hr x 50 weeks=\$22,000x7= \$154,000 | | | |
| 1 CECC On-Demand Supervisor (1FTE) 40hrs/week @ \$12/hr x 50 weeks= \$24,000 | | | |
| 6 CECC Part-Time Professionals 20 hrs/week @ \$11/hr x 50 weeks= \$11,000x6= \$66,000 | | | |
| | | | |
| | | | |
| | | | |
| Direct Staff Benefits | \$ 19,500.00 | \$ 41,360.00 | Tuition from center |
| 1 CECC On-Site Supervisor (1FTE) FICA/IPERS x40hrs/week@17.09= \$6,500 +13,000 health insurance | | | |
| 7 CECC Professionals (1FTE) FICA/IPERS x40hrs/week@1.88/hr x50 weeks=\$3,760x7= \$26,320 | | | |
| 1 CECC On-Demand Supervisor (1FTE) FICA/IPERS x40hrs/week@1.88/hr x50 weeks= \$3,760 | | | |
| 6 CECC PT Professionals FICA/IPERS x20hrs/week@1.88/hr x50 weeks= \$1,811x6= \$11,280 | | | |
| | | | |
| | | | |
| | | | |
| Contract Services | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| Travel | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| Equipment | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| Office Supplies | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| Operational | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Staff Professional Development | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| Incentives | \$ - | \$ - | |
| | | | |
| | | | |
| | | | |
| subtotal | \$ 57,500.00 | \$ 283,360.00 | |
| Indirect Administration - Maximum allowed without a federally approved rate is 5% | \$ - | | |
| | | | |
| | | | |
| TOTAL | \$ 57,500.00 | \$ 283,360.00 | |
| <div> <div>Administrator signature</div> <div><i>Bryan Baker</i></div> <div>date</div> <div>6/6/2022</div> </div> | | | |

FY2023 Contract For Early Childhood Positive Behavior Interventions and Supports (EC-PBIS)

1.0 IDENTITY OF PARTIES.

- A. The DHLW Early Childhood Area Board (referred to as “DHLW”) is a political subdivision of the State of Iowa pursuant to the provisions of Iowa Code Chapter 256I. Its address is PO Box 882, Washington, IA. 52353.
- B. The Children First Early Childhood Iowa Area Board (referred to as “Children First”) is a political subdivision of the State of Iowa pursuant to the provisions of Iowa Code Chapter 256I. Its address is 307 Bank St., Keokuk, IA. 52632.
- C. The Iowa, Jefferson, Keokuk Early Childhood Iowa Area Board (referred to as “IJK”) is a political subdivision of the State of Iowa pursuant to the provisions of Iowa Code Chapter 256I. Its address is 744 Clinton Ave, Marengo, IA. 52301.
- D. The Early Childhood Iowa Muscatine County Area Board (referred to as “ECIMC”) is a political subdivision of the State of Iowa pursuant to the provisions of Iowa Code Chapter 256I. Its address is PO Box 672, Muscatine, IA. 52761.
- E. The Henry County Agricultural Extension (referred to in this document as the “Contractor”) is the contracting entity entering into this contract to provide the products and services defined in 5.0. Its address is 127 N Main St., Mt. Pleasant, IA. 52641.

2.0 STEERING COMMITTEE

The Steering Committee will include the ECI Area Director for the boards as identified in Section 1.0 A-D. This committee will be responsible for contract monitoring tasks as described in this Contract. The Steering Committee may include other partners in regular meetings to provide feedback, PBIS expertise, and guidance for implementation. The Steering Committee shall not have authority to approve amendments to this Contract.

3.0 FISCAL AGENT

Central Iowa Juvenile Detention Center is authorized to act as fiscal agent for the receipt of funds and payment of expenditures for DHLW. DHLW is authorized to act as the billing office for the EC-PBIS program.

4.0 DURATION OF CONTRACT.

The term of this Contract shall be July 1, 2022 through June 30, 2023, unless terminated earlier in accordance with the Termination section of this Contract. Costs incurred prior to this effective date or the date of expiration or after termination shall not be paid.

5.0 PURPOSE.

The parties have entered into this Contract for the purpose of providing Early Childhood – Positive Behavior Interventions and Supports (EC-PBIS) to legally operating childcare homes and centers in Des Moines, Henry, Iowa, Jefferson, Keokuk, Lee, Louisa, Muscatine, Van Buren, and Washington Counties.

6.0 SCOPE OF WORK AND REQUIREMENTS.

The Contractor shall provide the following services in accordance with the defined performance expectations as set forth below and with any attachments, appendices, amendments, or addenda hereto incorporated and made part of this Contract by this reference.

A. Contractor shall:

1. Provide accounting of all funding sources blended to sustain the project.
2. Provide proof of insurance as specified in Section 10.0
3. Provide one (1) presentation to the ECI Area Boards during the contract period. Presentation date, time, and content will be determined by the PBIS Steering Committee.
4. Develop policies and procedures to successfully onboard staff and childcare businesses into the EC-PBIS program. Policies and procedures will include, but are not limited to:
 - a. Job descriptions for EC-PBIS staff
 - b. Training requirements and ongoing professional development plans
 - c. Applications for enrollment of childcare businesses, including eligibility criteria, cohort structures, and participation requirements
 - d. Reporting forms and procedures for collecting data
5. Provide up to three (3) fulltime EC-PBIS consultants. Consultants shall be hired on or after September 1st 2022 unless budget allows for earlier hiring.
6. Provide one (1) Master Consultant up to 200 hours. The Master Consultant will have detailed expertise in the EC-PBIS system and the ability to train trainers.
7. Provide training, coaching, and face to face consultation to legally operating childcare businesses participating in the EC – PBIS system.
8. Provide appropriate referrals to other community based services as necessary for teachers, parents, and children.
9. Collaborate with other agencies providing consultation and training to childcare staff to enhance local services and prevent duplication. Other agencies include, but are not limited to Child Care Resource & Referral, Area Education Agencies, and the state EC-PBIS Leadership Team.

B. Industry Standards.

Services rendered pursuant to this Contract shall be performed in a professional and workman like manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the type of industry for similar task and projects. In the absences of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

C. Monitoring and Services.

The EC-PBIS Steering Committee (referred to in this document as the “Steering Committee”) will observe services of the Contractor. The Steering Committee will also be allowed to monitor the work of the Contractor by observing and/or participating in educational programming for participants of said program. This will apply equally to all subcontracts of said Contractor.

The Steering Committee may conduct a review to determine if the Contractor is meeting program expectations. The review may include such activities as, conducting periodic reviews of program performance measures, expenditures, and financial records, verification that an individual is eligible for a program based on income eligibility requirements (where applicable), and documentation to identify

that expenditures are appropriate based on the funding used to pay for the expenditure. If expenditure is found to be out of compliance or improvements are required, the Contractor will be subject to a corrective action plan which may include repayment of funds.

D. Public Relations.

1. Contractor shall have representation at regional Early Childhood Advisory Committee meetings.
2. Contractor shall promote the service/program in the community during the Contract period.
3. Contractor shall acknowledge and include Early Childhood Iowa as a sponsor and funding source in all promotional and written materials, reports, and public information.

E. Other Requirements.

1. Relevant background checks shall be conducted on any person hired or assigned by Contractor or an approved subcontractor to provide services under this Contract, with satisfactory results attained, before such person provides any services under this Contract. Contractor or subcontractor shall conduct such background checks, which shall include but are not limited to criminal background checks and child abuse registry checks, and evidence of the checks and their results shall be provided upon request.
2. During the Contract, if there is a change in personnel directly related to the program/service, the Steering Committee will be notified by the contractor.
3. During the term of the Contract the Contractor and all subcontractors agrees to keep in force liability insurance policy in accordance with Section 11.0.
4. The Steering Committee reserves the right to conduct on-site reviews in addition to regular monitoring of services.
5. The Contractor agrees to assist the Steering Committee in submission of the state annual report.
6. The Contractor agrees to assist the Steering Committee with system building and collaboration among agencies, community partners, and citizens.
7. Budget adjustments are allowed at not more than 10% per line item without approval from the Steering Committee. Approval is required prior to the expenditure of funds.
8. The Contractor agrees to submit regular progress reports to the Steering Committee per the following schedule:

| <u>Reporting Period</u> | <u>Due Date</u> |
|-------------------------|-----------------|
| July – September | October 20 |
| October - December | January 20 |
| January – March | April 20 |
| Year End Report | July 20 |

Reports may include a summary of services provided, outcomes achieved, program expenditures, and inventory log.

9. The 2nd Quarter report, due January 20, shall include a detailed expenditure report with year-to-date expenses, current balance, and estimated unused funds upon completion of the contract year. If the January 1st balance is greater than sixty (60%) percent of the total contract amount and/or the estimated unused funds is greater than twenty (20%) percent of the total contract amount, the Contractor shall submit a detailed action plan.
10. Amendments to this Contract as proposed by Contractor, must be submitted to the Steering Committee in writing with 30 calendar days advance notice and are subject to the approval of

the ECI Area Boards (Section 1.0 A-D). Unapproved amendment proposals are void and will not amend this Contract.

F. Program Measures and Outcomes.

Contractor will report the following statistics and be measured and evaluated according to performance expectations as established by the Steering Committee.

1. Required data for the quarterly reports shall include:
 - a. Amount and name of other funding resources used for the program
 - b. # of hours of EC-PBIS coaching provided
 - c. # of childcare staff
 - d. # of childcare businesses
 - e. # of behavioral incident reports
 - f. % of childcare staff who report that the coach makes time for them when they have a question or concern
 - g. % of childcare staff who report that the coach is knowledgeable about children's typical and atypical developmental progress
 - h. % of childcare staff who report an increase in competency and self-confidence to support children with EC-PBIS support/strategies
2. Target benchmarks shall include:
 - a. 25 childcare homes will participate
 - b. 10 licensed centers will participate
 - c. 100% of participating childcare businesses will receive at least 2 coaching visits
 - d. 4 train the trainer and /or consultant sessions
 - e. 20 training hours provided to participating childcare businesses

Quarterly reports shall follow the format designated by the Steering Committee. Reports shall include all data required by the documents listed above and any other data that the Steering Committee may request from time to time. **The Contractor shall adhere to state Early Childhood Iowa (ECI) tools when applicable. State ECI tools are subject to change and the Contractor is required to adhere to these changes.**

7.0 COMPENSATION.

The Contractor will be paid for the services described in the Scope of Work and Requirements Section 6.0 a fee not to exceed **\$233,625** for the Contract period. Line items are approved as outlined in the budget made part of this Contract by this reference. DHLW, Children First, IJK, and ECIMC shall allocate the following portions for payment of services rendered.

DHLW - \$119,148.75 (51%)

Children First - \$37,380 (16%)

IJK – \$35,043.75 (15%)

ECIMC - \$44,388.75 (19%)

A. Payment Request Process

1. The Contractor shall make payment requests, including reimbursement of travel expenses, by submitting, detailed invoices/vouchers and including appropriate documentation as necessary to

support all such request for payment. Such requests for payment or reimbursement shall be submitted on a monthly basis, on or before the 15th, for services rendered and reimbursable costs incurred in the previous month.

2. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted to the DHLW Director. tbeghtol@dhlw.org
3. Invoices/vouchers will be reviewed and authorized based on the approved fiscal policies of the DHLW Board. Payment will be sent in full to the Contractor from the Fiscal Agent. Copies of approved invoices/vouchers will be emailed to Children First, IJK, and ECIMC.
4. Children First, IJK, and ECIMC will reimburse DHLW their portion of the bill, as identified in Section 7.0, within 30 days of receipt of the invoice/voucher.

B. Equipment Protocol

1. "Equipment" means larger goods that are not depleted or "used up" over time, but which may depreciate, including computers, printers, furniture, file cabinets, etc.
2. Equipment may be purchased as long as it is essential to providing the contracted services and meeting the goals of the project. Intent to purchase equipment will be specifically identified in the grant proposal and budget.
3. It is expected that the Contractor and/or the agency housing the equipment will maintain adequate insurance to cover replacement or repair of the equipment in case of loss, theft, or damage.
4. The purchase of equipment will be specifically reported in the Contractor's progress and expenditure reports.

C. Payment Delay and Reduction

1. If reports required from Contractor to the Steering Committee under this Contract have not been submitted, payments will not be made to Contractor until reports have been received.
2. Invoices/vouchers, request for payment, and requests for reimbursement, submitted by Contractor shall be reviewed by the DHLW Director for accuracy fit with the program services and adequacy of documentation before approval and payment. The DHLW Director may retain ten (10) percent of the Contractor's payments if the Steering Committee determines that the Contractor is not in compliance with the Contract terms. The DHLW Director shall notify the Contractor in writing of the noncompliance and provide the Contractor with an opportunity to cure the noncompliance in accordance with the Default and Termination section of this Contract.
3. If the non-compliance of Contractor is not substantially cured by Contractor within the requisite time frame set out in the Default and Termination section, the Steering Committee may in its sole discretion withhold ten (10) percent of the next payment and may continue to withhold ten (10) percent of the Contractor's succeeding payments until the noncompliance is cured, or the Steering Committee may pursue other remedies.

8.0 CERTIFIED AUDITS.

In accordance with the provisions of OMB Circulars A-133 "Audit of States, Local Governments, and Non-profit Organizations, Local governments and non-profit sub recipient entities such as Contractor and its subcontractors that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit for that year. A copy of the complete final audit report shall be submitted to the Steering Committee if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit finding related to federal awards provided by the Board. If an audit report is not required to be submitted per the criteria above, the sub recipient (Contractor or subcontractor) must provide written notification to the Steering Committee that an audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and

questioned costs nor the summary schedule of prior audit findings includes any audit findings related to awards provided by the ECI Area Boards (Section 1.0 A-D).

9.0 DEFAULT AND TERMINATION.

A. Termination for Cause with Notice to Cure

1. The occurrence of any one or more of the following events shall constitute cause for the ECI Area Boards (Section 1.0 A-D) to declare the Contractor in default of its obligations under this Contract:
 - a. Failure by Contractor to observe any condition or perform any obligation required under the Contract; or
 - b. Failure by Contractor to make substantial and timely progress toward performance requirements under the Contract.
2. Notice of the ECI Area Boards (Section 1.0 A-D): If there is a default event caused by the Contractor, the Steering Committee shall provide written notice to the Contractor requesting that the default be remedied immediately. If the default or noncompliance continues 15 calendar days' after the date of this written notice, the ECI Area Boards (Section 1.0 A-D) may take of the following actions:
 - a. Terminate the Contract with or without additional written notice and seek legal and equitable remedies from Contractor; or,
 - b. Enforce the Contract and seek legal and equitable remedies for the default(s) of Contractor.
 - c. Legal and equitable remedies shall include, but not limited to all available damages and equitable relief, including reasonable attorney fees and costs as a result of the Contractor's default of the terms of this Contract.

B. Termination upon Notice

Either party may terminate this Contract, without penalty or incurring of further obligation, upon 15 calendar days' written notice. The Contractor shall be entitled to compensation for services or goods provided prior to and including the termination date.

C. Termination Due to Lack of Funds or Change in Law by the ECI AREA BOARDS (SECTION 1.0 A-D)

1. The ECI Area Boards (Section 1.0 A-D) shall have the right to terminate this Contract without penalty by giving 15 days written notice to the Contractor as a result of any of the following:
 - a. Adequate funds are not appropriated by the legislature to allow the ECI AREA BOARDS (SECTION 1.0 A-D) to operate as required and to fulfill its obligations under this Contract; or
 - b. Funds are de-appropriated, not allocated, or if funds needed by the ECI AREA BOARDS (SECTION 1.0 A-D) are insufficient for any reason; or
 - c. The ECI AREA BOARDS (SECTION 1.0 A-D)s duties are substantially modified by any governing body or funding agency.
2. In the event of termination for lack of funds or a change in the law, the ECI AREA BOARDS (SECTION 1.0 A-D) will make reasonable efforts to secure funding in an effort to pay the Contractor for services provided under the terms of this Contract. If any appropriation to cover the costs of this Contract becomes available within 30 calendar days termination under this provision and the contracting period has not expired, the ECI AREA BOARDS (SECTION 1.0 A-D) agrees to re-enter the Contract with the Contractor under the same terms as the original Contract, provided the Contractor is still available to provide the services.

3. In the event of termination of this Contract due to lack of funds or change in law, the sole remedy of the Contractor shall be payment for services completed prior to such termination.

D. Immediate Termination for Cause. The following will be cause for immediate termination of the Contract upon written notice by the ECI AREA BOARDS (SECTION 1.0 A-D):

1. In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification during the contracting period will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
2. The ECI AREA BOARDS (SECTION 1.0 A-D) determines that the actions, or omissions, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The Contractor fails to comply with applicable confidentiality laws or provisions.

E. Insolvency or Bankruptcy. In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state related to insolvency or the protection of rights of creditors, the ECI AREA BOARDS (SECTION 1.0 A-D) may, at its option, terminate this Contract. In the event the ECI AREA BOARDS (SECTION 1.0 A-D) elects to terminate the Contract under this provision, it shall do so by sending written notice to the Contractor.

F. Delay or Impossibility of Performance. Neither party shall be in default under this Contract if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and conditions of this Contract.

G. Procedure Upon Expiration or Termination

Upon Expiration or Termination of this contract for any reason when Contractor is no longer providing services to ECI AREA BOARDS (SECTION 1.0 A-D) for this program, the Contractor shall:

1. Deliver to the ECI AREA BOARDS (SECTION 1.0 A-D) within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information, equipment, and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the ECI AREA BOARDS (SECTION 1.0 A-D) but are in the possession of the Contractor;
2. Comply with the ECI AREA BOARDS (SECTION 1.0 A-D)s instructions for the timely transfer of actual copies of (a) active client service files, and (b) active operational files, relevant to work being performed by Contractor under this Contract to either the ECI AREA BOARDS (SECTION 1.0 A-D) or the new contractor;
3. Protect and preserve data and property in the possession of the Contractor in which the has an interest;
4. Stop work under this Contract on the date specified in any notice of termination provided by the ECI AREA BOARDS (SECTION 1.0 A-D);
5. Timely submit to the DHLW Director invoices/vouchers, reports, and requests for reimbursement substantiating all charges for services performed and reimbursable costs incurred by Contractor in the provision of Contract services which occurred prior to the effective date or expiration or termination;
6. Cooperate fully in good faith with the ECI AREA BOARDS (SECTION 1.0 A-D), its employees and agents during the transition period between the notification of termination and the

substitution of any replacement Contractor.

10.0 INDEMNIFICATION.

The Contractor agrees to pay the cost of defense and indemnify and hold harmless the ECI AREA BOARDS (SECTION 1.0 A-D), and its officers, from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees and actual costs related to or arising from any of the following:

- A. Any violation, breach, or default of this Contract, by Contractor, its officer, owners, employees, agents, board members, and subcontractors and any other such person in connection with the provision of services under this Contract; or
- B. Any negligent or intentional acts or omissions of the Contractor, its officers, owners, employees, agents, board members, and subcontractors and any other such person in connection with the provision of services under this Contract regardless of whether such claim, damage, loss or expense is caused in whole or in part by the party indemnified hereunder including the sole tortious conduct of the indemnified party; or
- C. Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this Contract due to the acts or omissions of Contractor, its officers, owners, employees, agents, board members and subcontractors and any other such person in connection with the provision of services under this contract; or
- D. The Contractor's performance or attempted performance of this Contract including that of Contractor's officers, owners, employees, agents, board members and subcontractors and any other such person; or
- E. Any failure by the Contractor, its officers, owners, employees, agents, board members, and subcontractors and any other person in connection with the provision of services under this Contract to comply with all applicable local, state, and federal laws and regulations.
- F. Any failure by the Contractor, its officers, owners, employees, agents, board members, and subcontractors and any other person in connection with the provision of services under this Contract to make reports and any payments required to conduct business, including, but not limited to, Federal and State withholding; taxes; and other fees or costs required of the Contractor.

11.0 INSURANCE.

- A. The Contractor, and any of its agents and subcontractors performing the services required under this Contract, shall maintain in effect, with insurance companies authorized to do business in the State of Iowa, at its or their own expense, insurance covering its or their work. The insurance shall be reasonable for the project. Such insurance shall, among other things, insure against any loss or damage resulting from or related to performance of services under this Contract by Contractor, its officers, owners, employees, agents, board members, subcontractors, and any other person. All such insurance policies shall remain in full force and effect for the entire life of this Contract.
- B. The Contractor and any of its subcontractors performing services under this contract shall submit proof of insurance, identifying the ECI AREA BOARDS (SECTION 1.0 A-D) as additional insured, upon the date of this contract becoming effective.

12.0 SUSPENSION AND DEBARMENT. The Contractor certifies pursuant to 2 CFR Section 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

13.0 LOBBYING RESTRICTIONS. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

14.0 TOBACCO SMOKE.

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), as codified at 20 U.S.C. section 6081 et seq., requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- B. Contractor certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act..

15.0 CONTRACT ADMINISTRATION.

- A. **Independent Contractor.** The status of the Contractor, and all its approved subcontractors, vis a vis the ECI AREA BOARDS (SECTION 1.0 A-D), shall be that of an independent contractor of the ECI AREA BOARDS (SECTION 1.0 A-D). The ECI AREA BOARDS (SECTION 1.0 A-D) shall not provide the Contractor or any of its approved subcontractors with office space, support staff, equipment or tools, or supervision beyond the terms of this Contract. The Contractor and its approved subcontractors shall be solely responsible for hiring, training, supervising, assigning, disciplining, and firing staff who provide services under this Contract. The Contractor and approved subcontractors shall be solely responsible for payment of all taxes, fees, and charges when due, that are related to the employment or engagement of staff providing services under this Contract.
- B. **Compliance with Equal Employment and Affirmative Action Provisions.** The Contractor shall comply with all provisions of federal, state and local laws, rules and executive orders included but not limited to, Equal Employment Opportunity provisions, Occupation Health, and Safety Act, Affirmative Action and other Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements..
- C. **Compliance with Laws and Regulations.** The Contractor, and its officers, directors, employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor, and its officers, directors, employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract. The Contractor and its subcontractors shall conduct relevant background checks on staff assigned to provide Contract services and obtain satisfactory results before any person is allowed to provide Contract services, including but not limited to criminal background checks and child abuse registry checks; and Contractor and its subcontractors shall provide ECI AREA BOARDS (SECTION 1.0 A-D) with documentation of evidencing such satisfactory background checks, upon request.
- D. **Authorization.** Each party to this Contract represents and warrants to the other that:
 - 1. It has the right, power and authority to enter into and perform its obligations under this Contract.
 - 2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and

binding obligation upon itself in accordance with its terms.

- E. **Severability.** Should any provision of the Contract be declared of be determined by any court to be invalid or unenforceable, then the remaining parts, terms, and provisions shall remain in force, except that any judicially determined illegal or invalid part, term, or provision shall be deemed not to be a part of the Contract or shall be reformed and enforced to the extent allowable by law. The failure of any party at any time to require performance of any provision of this Contract shall in no manner affect the right to enforce the same. A waiver by any party of any breach of any provision of this Contract shall not operate, or be construed as a waiver by such party of any breach of any other provision, or as a waiver of any later breach.
- G. **Choice of Law and Forum.** The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.
- H. **Use of Third Parties.** The ECI AREA BOARDS (SECTION 1.0 A-D) acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the ECI AREA BOARDS (SECTION 1.0 A-D). The Contractor may enter into subcontracts to complete the project require under this Contract provided that the Contractor remains responsible for all services to be performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. The ECI AREA BOARDS (SECTION 1.0 A-D) shall have the right to request the removal of a subcontractor from the Contract for good cause.
- I. **Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, co-employer, joint employer, (or other association of any kind of agent and principal relationship) between the parties hereto. Contractor shall be deemed to be an independent contractor contracting for services to ECI AREA BOARDS (SECTION 1.0 A-D) as provided herein and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the services, activities and obligations of this Contract, and for any default of such services, activities and obligations. If Contractor utilizes an approved subcontractor for the provision of services under this Contract, then Contractor and subcontractor shall be jointly and severally liable for carrying out the services, activities and obligations of the Contract, and for any default such services, activities and obligations.
- J. **Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- K. **Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. To be operable, all amendments to this Contract shall be fully executed by both parties. Amendments proposed by Contractor to this Contract must be submitted to the ECA in writing with 30 calendar days advance notice and are subject to the approval of the ECI AREA BOARDS (SECTION 1.0 A-D). Unapproved unexecuted amendment proposals are void and will amend this Contract.
- L. **Confidentiality.** Information created or maintained by the ECI AREA BOARDS (SECTION 1.0 A-D) and any Contractor or subcontractor that identifies clients and services is confidential. The Contractor and its employees, agents and subcontractors shall access, use, and disclose such information only as needed for performance of their duties related to this Contract and only in accord with applicable laws. Contractor and subcontractors shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Contract. The

Contractor and subcontractors shall establish, follow, and enforce policies and procedures for safeguarding the protection of confidential information that is either provided to it by the ECI AREA BOARDS (SECTION 1.0 A-D), or created or collected by Contractor and subcontract in the course of its performance of services under this Contract. The Contractor and subcontractor may be held civilly or criminally liable for improper disclosure of confidential information, according to the application law. Contractor and subcontractor shall promptly notify the ECI AREA BOARDS (SECTION 1.0 A-D) of any request for disclosure of confidential information received by the Contractor. As applicable, Contractor and subcontractors shall be HIPPA compliant.

- M. **Records Retention and Access.** The Contractor and subcontractors shall maintain books, records, and documents which sufficiently and properly document and explain all contracted services provided and all charges billed to the ECI AREA BOARDS (SECTION 1.0 A-D) throughout the term of this Contract and retain such data for a period of at least five (5) years following the date of final payment or five (5) years following completion of any required audit begun within five (5) years of the completion of the date of final payment, whichever is later. Records to be maintained include both financial records, operational records, and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor or subcontractor relating to orders, invoices, payments, reports services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.
- N. **Replacement of Contractor's Staff.** The ECI AREA BOARDS (SECTION 1.0 A-D) may request Contractor or its approved subcontractors curtail or cease use of whom the ECI AREA BOARDS (SECTION 1.0 A-D) finds to be unsuitable for the contracted services. Contractors or subcontractors failure to properly and adequately staff for the provision of services under this Contract may constitute default or breach of the Contract.
- O. **Drug Free Workplace.** The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.
- P. **Supersedes Former Contracts or Agreements.** This Contract supersedes all prior or contemporaneous Contracts understandings or agreements between the ECI AREA BOARDS (SECTION 1.0 A-D) and the Contractor pertaining to the subject matter herein.
- Q. **Integration.** This Contract sets forth the entire agreement between the parties hereto and pertaining to the subject matter herein and neither party is relying on any representation understanding or agreement that may have been made, whether written, which is not included in this contract.
- R. **Repayment Obligation.** In the event that any state and/or federal funds received by Contractor or its subcontractors under this Contract are deferred and/or disallowed as a result of any audits or are expended in violation of the laws applicable to the expenditure of such funds, the Contractor and its applicable subcontractors shall be liable, jointly and severally, to the ECI AREA BOARDS (SECTION 1.0 A-D) for the full amount of any claim disallowed and for any and all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any applicable subcontractors.

16.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Henry County Agricultural Extension

By: _____
(signature)

Date: _____

Name: Janet Smith

Title: Regional Director

Federal Tax Identification Number: **42-1028618**

DHLW Early Childhood Area

By: _____
(Signature)

Date: _____

Name: Patricia Lipski

Title: Board Chairperson

Children First, Early Childhood Iowa

By: _____
(Signature)

Date: _____

Name: Michael Linnenbrink

Title: Board Chairperson

Iowa, Jefferson, Keokuk Early Childhood Iowa

By: _____
(Signature)

Date: _____

Name: Tami Gilliland

Title: Board Chairperson

Early Childhood Iowa Muscatine County

By: _____
(Signature)

Date: _____

Name: Scott Dahlke

Title: Board Chairperson

FY23 Project Budget
July 1, 2022 - June 30, 2023

| SE-IA EC-PBIS Pilot | | | |
|--|----------------------|---------------|-------------------------|
| Line Item descriptions and budget justification | Request to ECI Areas | Other funding | Source of other funding |
| Direct staff salaries | \$ 147,600.00 | \$ - | |
| <i>Master Consultant PHD 200 hrs @\$50/hr \$10,000</i> | | | |
| <i>2 Consultants @\$25/hr starting September 2022 (43 weeks) \$25/hrx40hrs/wk x 43wks = \$43K each</i> | | | |
| <i>1 consultant @\$30/hrs starting September 2022 (43 weeks) \$30/hr x 40hrs/wk x 43wks = \$51,600</i> | | | |
| | | | |
| <i>\$10,000 + \$43,000 + \$43, 000 + \$51,600= 147,600</i> | | | |
| | | | |
| Direct Staff Benefits | \$ 48,625.00 | \$ - | |
| | | | |
| <i>Health Insurance \$780/month x 10 months x 3 staff = \$23,400</i> | | | |
| <i>IPERS/FICA 17.09% (\$147,600 x .1709 = 25,225)</i> | | | |
| | | | |
| | | | |
| Contract Services | \$ - | \$ - | |
| | | | |
| | | | |
| Travel | \$ 9,375.00 | \$ - | |
| <i>Federal rate \$0.625/mi</i> | | | |
| <i>up to 500 miles per staff per month (10 months)</i> | | | |
| | | | |
| | | | |
| Equipment | \$ 8,400.00 | \$ - | |
| <i>Start 4 laptops at \$1500ea = \$6000</i> | | | |
| <i>ongoing tech hotpot, phone, \$50/person \$200 month \$2400 year</i> | | | |
| | | | |
| Office Supplies | \$ 1,500.00 | \$ - | |
| <i>General office supplies</i> | | | |
| | | | |
| | | | |
| | | | |

| | | | | | |
|--|----|-------------------|----|---|------------------------|
| Operational | \$ | - | \$ | - | |
| <i>insert narrative here</i> | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Staff Professional Development | \$ | 2,000.00 | \$ | - | |
| <i>Assessed after start up with steering committee</i> | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Incentives | \$ | 5,000.00 | \$ | - | |
| <i>Details TBD by Steering Committee</i> | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| subtotal | \$ | 222,500.00 | \$ | - | |
| Indirect Administration - max of 8% of subtotal request allowed | \$ | 11,125.00 | | | |
| 5% indirect would be assessed | | | | | |
| | | | | | |
| TOTAL | \$ | 233,625.00 | \$ | - | |
| | \$ | 119,148.75 | | | DHLW @ 51% |
| | \$ | 37,380.00 | | | Children First @ 16% |
| | \$ | 35,043.75 | | | Iowa/Jeff/Keokuk @ 15% |
| | \$ | 44,388.75 | | | Muscatine @ 19% |
| | | | | | |
| Administrator signature | | date | | | |

DHLW Early Childhood Area

Des Moines, Henry, Louisa, Washington

Administrative Update

Board meeting – June 2022

ECI Update

The ECI was moved from the Dept of Management to the Dept of Human Services (soon to be Health and Human Services) by the process of an MOU between the two departments. The MOU has been extended for one year and no legislative or code changes occurred in FY22. Changes to Iowa Code Chapter 256i are expected to take place during the next legislative session.

The ECI office, in collaboration with DHS and with technical assistance from Opportunities Exchange, is launching a multi-phase Shared Services Project. The project is in response to the Governor's Child Care Task Force Report. Monthly updates are available on the ECI website.

<https://earlychildhood.iowa.gov/document/june-2022-shared-services-public-update>

Childcare

Future Ready Iowa Released the Child Care Business Incentive Grant Program on June 17th. Businesses may apply to build onsite or partner with existing child care businesses to expand availability.

Local updates:

- Tyson is considering a Future Ready grant application that may include a partnership with the Columbus Junction center. The center is currently considering transitions in operations and a meeting is being held for stakeholders to meet new partners and discuss opportunities.
- The WEDG office is supporting efforts for childcare in Washington Co. The now vacant Lending Hands building in the city of Washington had been looked at by a licensed center considering expansion.
- Kalona is continuing move discussions forward regarding a new building project to include a center.
- The dental program serving Louisa Co provided follow up to the 2nd report indicating that they were not able to complete all of the 1st round of services. Centers cancelled due to low attendance on the day of service. The program will have an estimated \$4,238.33 in unused funds for FY22.

EC Plan 2022

The DHLW Board will be submitting a new/revised community plan in October 2022 to the ECI state office. The plan is a joint effort with Lee/Van Buren ECI Area board and covers 6 counties. Various meetings have been held with stakeholders to review and discuss regional data, area needs, and gather feedback. Timeline for completion includes:

- July/August – draft plan developed
- August/September – EC Advisory committee will meet to review draft and revise goals, strategies, and indicators as needed.
- September/October – Final draft developed



Southeast Iowa Early Childhood

Early Childhood is Everyone's Business

2022 Event Report

Family Concerts and Resource Fair

Total cost \$4,963.55

144 participants attended Jim Gill concert, received a book, meals, and various community resources

- 41 families representing 8 counties

| | | | |
|---------------|---------|--------------|-------------|
| 15 Des Moines | 6 Henry | 8 Jefferson | 5 Lee |
| 1 Polk | 1 Scott | 2 Washington | 3 Illinois* |

April 1st – Fairfield, IA

- 24 children, 22 adults (8 dads/male caregiver)
- 15 vision screenings completed

April 2nd – Burlington, IA

- 39 children, 31 adults (8 dads)
- 17 vision screenings completed

April 2nd – Keokuk, IA

- 14 children, 14 adults (5 dads)
- 4 vision screenings completed

Childcare Provider Conference

Total cost \$2610.43

April 9th – Iowa Wesleyan University, Mt Pleasant, IA

55 total participants attended 6 hours of DHS approved training

- 10 from childcare homes
- 45 from childcare centers

Participants represented 11 counties

| | | | |
|-------------|---------------|---------------|---------|
| 1 Cedar | 2 Clinton | 10 Des Moines | 8 Henry |
| 9 Jefferson | 2 Jones | 2 Keokuk | 4 Lee |
| 1 Louisa | 14 Washington | 2 Warren | |

Regional Collaborative Website

earlydevelopment.org

Total cost \$2534.12 (monthly upkeep and hosting)

- Summit activities and events include the support of a regional website with resources for families, providers, business leaders, and communities. The regional website hosts a calendar of events for early childhood related activities in Southeast Iowa.
- 1107 new users since January 2022 (74% increase since previous 6 months)
- Monthly posting of articles
 - # 1 article viewed, "What is Positive Discipline"

Calendars provided by CPPC Quad County

Total cost \$1,950

- All summit participants received printed early childhood focus calendars.

Key funding partners and committee members include:

- Children First (Lee, Van Buren ECI Area)
- DHLW Early Childhood Area
- Iowa, Jefferson, Keokuk ECI Area
- CPPC/Decat
- CCR&R region 5
- 1st Five
- Community Action of Southeast Iowa
- Henry County ISU Extension
- Iowa Wesleyan University
- Lee County Health Department
- Lee County ISU Extension
- Potowonok Circle of Kings Daughters
- Trinity Muscatine Public Health



DHLW Early Childhood Area
Des Moines, Henry, Louisa, Washington
PO Box 882
Washington, IA. 52353

June 8, 2022

To Whom It May Concern,

This Letter of Commitment is for the collaboration with Lee County Health Department (LCHD) regarding their application for the Child Adolescent Health/Oral Health Program (CAH/OH) grant for October 1, 2022 to September 20, 2023.

DHLW Early Childhood Iowa Area (DHLW) is a committed partner with LCHD for establishing a Collaborative Service Area 13 Family Engagement group or groups. DHLW will have a representative attend planning meetings to formalize the group and assist with recruitment of family representatives (including those who self-identify as Black, African American, or African and Hispanic/Latinx within the ECI service area who have utilized family support, dental, or other early childhood services funded by ECI.

DHLW will maintain this partnership to contribute to other grant activities as they arise in order to collaborate on improving and achieving health equity in early childhood service delivery systems and to encourage family engagement including the creation of family-centered policies and practices.

LCHD will communicate regularly with DHLW on grant and group developments to maintain the partnership.

This commitment does not involve the exchange of funds between the parties. This Letter of Commitment is entered into by LCHD and DHLW on dates and signatures shown below.

I certify that I have been made aware of the applicant organization's intent to apply for funding.


Tasha Beghtol, Director, DHLW Early Childhood Area

6/8/22
Date

Michele Ross, Administrator, Lee County Health Department

Date

Tasha Beghtol
Director, DHLW Early Childhood Area
319-461-1369
tbeghtol@dhlw.org

Every child beginning at birth will be safe, healthy, and successful