



DHLW Early Childhood Area

Des Moines, Henry, Louisa, Washington

Draft

Agenda June 20th 2023

5:00pm

Masonic Lodge - 206 N Main St, Mt. Pleasant, IA

Option for listening via zoom – see next page

Call to order (Establishment of quorum)

Introductions

Approval of Agenda

Action

Review/Acceptance of Minutes

1. Consider approval of May 16th 2023 minutes

Action

Financial Report – Treasurer

2. Consider approval of current financial summary

Action

Program Presentation

3. Burlington CSD, Corse Early Childhood Center – Bryan Baker

Information &
Board PD

FY24 Funding

4. Consider approval of revised budget and contract with Henry County Agricultural Extension for The Family Connection program
5. Consider approval of revised budget and contract with Lee County Health Department for the HOPES- Des Moines Co program
6. Consider approval of revised budget and contract with Lee Co Health Department for the Dental program
7. Consider approval of revised budget and contract with Community Action of Southeast Iowa for the Preschool Scholarship program
8. Consider approval of contract with Mt Pleasant Community Childcare Center

Action(s)

Administrative update – Tasha Beghtol

Information

Open Public Input

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.

Tasha Beghtol is inviting you to a scheduled Zoom meeting.

Topic: DHLW Board

Time: Feb 21, 2023 05:00 PM Central Time (US and Canada)

Every month on the Third Tue, until Jun 20, 2023, 5 occurrence(s)

Feb 21, 2023 05:00 PM

Mar 21, 2023 05:00 PM

Apr 18, 2023 05:00 PM

May 16, 2023 05:00 PM

Jun 20, 2023 05:00 PM

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

Monthly: [https://us02web.zoom.us/meeting/tZMsf-](https://us02web.zoom.us/meeting/tZMsf-GtqDwqEtLr_8qqA66cFHD9RFV_WqGk/ics?icsToken=98tyKuGvrzMiH9KSsBGBRpwEBYqgWe_wpmZfj7dxjiC9EjFyNFX1EMpma4BZJufn)

[GtqDwqEtLr_8qqA66cFHD9RFV_WqGk/ics?icsToken=98tyKuGvrzMiH9KSsBGBRpwEBYqgWe_wpmZfj7dxjiC9EjFyNFX1EMpma4BZJufn](https://us02web.zoom.us/meeting/tZMsf-GtqDwqEtLr_8qqA66cFHD9RFV_WqGk/ics?icsToken=98tyKuGvrzMiH9KSsBGBRpwEBYqgWe_wpmZfj7dxjiC9EjFyNFX1EMpma4BZJufn)

Join Zoom Meeting

<https://us02web.zoom.us/j/87188567086?pwd=WVdyMUR0a05SUCsxa05WQ1kzWEpmQT09>

Meeting ID: 871 8856 7086

Passcode: 709395

One tap mobile

+13092053325,,87188567086#,,, *709395# US

+13126266799,,87188567086#,,, *709395# US (Chicago)

Dial by your location

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

Meeting ID: 871 8856 7086

Passcode: 709395

Find your local number: <https://us02web.zoom.us/u/kdoob50bYB>

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 16th 2023
206 N Main St., Mt Pleasant IA.

Minutes

Members Present: Jim Cary, Bailea Grier, Matt Latcham, Tricia Lipski, Cyndi Mears, Melody Raub, Mike Steele, Stan Stoops

Members Absent: Unity Stevens

Advisory members and guests present: Tasha Beghtol, Amy McLaughlin, Melissa Tucker, Jacki McCracken, Toni Krana, Rachael Patterson-Rahn, Matt Barton, Kalisha Lutz, Christine O'Brien, Emily Tolkheim

Meeting was called to order by Vice Chair, Tricia Lipski, at 5:00pm with a quorum present

Agenda

Motion to approve the agenda as presented

Moved: Melody Raub **Seconded:** Stan Stoops

Motion carried unanimously

Minutes

Motion to approve minutes of the March 21st 2023 meeting as submitted

Moved: Cyndi Mears **Seconded:** Bailea Grier

Motion carried unanimously

Financial Report

Matt Latcham reviewed the financial summary and the monthly postings report from Central Iowa Juvenile Detention Center. Tasha Beghtol shared that she was notified by CIJDC that a June 2022 check to Lee Co Health Dept. had not cleared. Lee Co Health Dept. confirmed that check was not received/deposited. The initial check was voided and a new one was issued. The transaction will be coded in FY22.

Motion to approve the financial summary as presented

Moved: Melody Raub **Seconded:** Stan Stoops

Motion carried unanimously

Tasha Beghtol shared funding updates for the annual summit and a provider appreciation event held in Washington Co. Summit total expenses were slightly higher than expected due to increases in the cost of meals. An additional \$200 from each funding partner will cover anticipated overage. The provider appreciation event was well attended and each participant received a gift. Event partners helped to cover food costs and approximately half the cost of gifts. An additional \$200 for this event is needed to cover costs. Tasha Beghtol requests an addition of \$400 to the summit activity line item.

Motion to approve increasing the summit allocation to \$3400

Moved: Matt Latcham **Seconded:** Jim Cary

Motion carried unanimously

Members reviewed the completed FY22 audit provided by CIJDC. There were no findings. The audit has been sent to the State office.

Motion to accept the FY22 audit as presented

Moved by Matt Latcham **Seconded by** Bailea Grier

Motion carried unanimously

Executive Committee

Members reviewed the FY23 budget and recommendation by Exec Committee to increase the mileage budget from \$3500 to \$4250.

Motion to approve the mileage budget as recommended.

Moved: Cyndi Mears **Seconded:** Stan Stoops

Motion carried unanimously

FY24 Board operational and administrative budget

Executive Committee members reviewed the FY24 board operational and administrative budget. The budget reflects a 1% salary increase for the Director and increase in the insurance stipend. Board liability insurance is expected to increase by 20%. CIJDC is not asking for increases to fiscal agent and employer of record fees.

Motion to approve the FY24 DHLW Board Operational and Administrative budget as presented by the Executive Committee.

Moved: Melody Raub **Seconded:** Matt Latcham

Motion carried unanimously

Policies & Procedures

Members reviewed draft revisions for policies 4.4 and 4.9a as recommended by the Exec Committee.

Motion to approve revised Policy 4.4 and 4.9a as presented.

Moved: Melody Raub **Seconded:** Mike Steele

Motion carried unanimously

FY24 Fiscal Agent Agreement

Tasha Beghtol reviewed the fiscal agent agreement with CIJDC. The \$8,304 fees include fiscal agent, employer of record, and annual audit.

Motion to approve the FY24 Fiscal Agent Agreement with Central Iowa Juvenile Detention Center as presented.

Moved: Bailea Grier **Seconded:** Matt Latcham

Abstention by Jim Cary

Motion carried

FY24 Budget – RFR/RFP Committee

Committee members shared an overview of discussions and information from the April 28th meeting. 10 Renewals and 2 RFPs were submitted and reviewed. Projected funding available for FY24 is not sufficient to support all requests. Additional details can be found in the April 28th 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

Family Connection

Motion to approve \$288,110 to Henry Co ISU Agricultural Extension for the Family Connection program.

Moved by Melody Raub seconded by Mike Steele

Motion carried unanimously

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

HOPES Des Moines County

Motion to approve \$76,150 to Lee County Health Department for the HOPES- Des Moines County program.

Moved by Cyndi Mears seconded by Jim Cary

Motion carried unanimously

Burlington Early Childhood Center

Motion to approve \$43,125 to Burlington CSD for the Burlington Early Childhood Center.

Moved by Melody Raub seconded by Mike Steele

Abstention by Bailea Grier

Motion carried

Mt Pleasant Community Childcare Center

Motion to approve \$8,000 for a 3-month agreement with the Mt. Pleasant Community Childcare Center.

Moved by Cyndi Mears seconded by Bailea Grier

Motion carried unanimously

Contract may be considered for renewal beyond the initial 3-month agreement.

CCNC – Des Moines

Motion to approve \$39,117 to Lee Co Health Department for Child Care Nurse Consultant services in Des Moines County.

Moved by Matt Latcham seconded by Mike Steele

Motion carried unanimously

CCNC – Henry, Louisa, Washington

Motion to approve \$52,870 to Trinity Muscatine Public Health for the Child Care Nurse Consultant services in Henry, Louisa, and Washington Counties.

Moved by Melody Raub seconded by Jim Cary

Motion carried unanimously

Dental

Motion to approve \$65,000 to Lee County Health Department for dental services in all 4 counties.

Moved by Jim Cary seconded by Bailea Grier

Motion carried unanimously

EC-PBIS Regional Pilot Project

Motion to approve \$135,415.32 to Henry County Agricultural Extension for the EC-PBIS program.

Moved by Cyndi Mears seconded by Stan Stoops

Motion carried unanimously

Preschool Scholarship

Motion to approve \$35,000 to Community Action of SE Iowa for the Preschool Scholarship program.

Moved by Melody Raub seconded by Jim Cary

Abstention by Cyndi Mears

Motion carried

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

Wayland Childcare RFP

Motion to not award funding to the Wayland Childcare RFP as recommended by the committee.

Moved by Cyndi Mearas seconded by Bailea Grier

Motion carried unanimously

Car Seat

Motion to not award funding to Henry County Public Health for the car seat program as recommended by the committee.

Moved by Jim Cary seconded by Matt Latcham

Motion carried unanimously

Administrative Update

A written report was provided.

Motion to adjourn at 6:30pm

Minutes submitted by Tasha Beghtol, Director

Approved on _____ Secretary _____

CIJDC financial report ending May 2023

REVENUE

FY22 carryover	\$	146,779.93
FY23 revenues	\$	892,773.91
interest earned YTD	\$	269.04

EXPENDITURE

YTD expenditures	\$	829,297.43
EC-PBIS reimbursements	\$	(61,273.14)
ICAP reimbursement	\$	(451.91)

\$ 1,039,822.88**\$ 767,572.38**

SUMMARY BY CONTRACT

	PROGRAM	CONTRACT - Budget	Y-T-D EXPENSES	BALANCE	% SPENT
1	CCNC - Henry/Louisa/Washington	\$ 49,883.00	\$ 40,965.95	\$ 8,917.05	82%
2	CCNC - DSM Co	\$ 37,671.00	\$ 31,434.79	\$ 6,236.21	83%
3	Burlington CSD	\$ 57,500.00	\$ 47,916.70	\$ 9,583.30	83%
4	Mt Pleasant Childcare	\$ 50,000.00	\$ 41,666.69	\$ 8,333.31	83%
5	First Children's Finance	\$ 7,600.00	\$ 7,600.00	\$ -	100%
6	HOPES - Des Moines Co	\$ 67,207.00	\$ 45,080.40	\$ 22,126.60	67%
7	THE FAMILY CONNECTION	\$ 301,000.00	\$ 229,600.51	\$ 71,399.49	76%
8	Louisa Healthy Families (HOPES)	\$ 83,456.00	\$ 59,745.01	\$ 23,710.99	72%
9	EC-PBIS (DHLW portion only)	\$ 86,041.46	\$ 63,774.01	\$ 22,267.45	74%
10	PRESCHOOL SCHOLARSHIPS - All	\$ 66,429.00	\$ 46,581.95	\$ 19,847.05	70%
11	DENTAL - Henry/Washington	\$ 5,075.00	\$ 4,967.17	\$ 107.83	98%
12	DENTAL - Louisa Co	\$ 1,477.56	\$ 819.78	\$ 657.78	55%
13	DENTAL - DSM Co	\$ 65,000.00	\$ 33,115.37	\$ 31,884.63	51%
14	Quality Improvement Grants (4.9a)	\$ -	\$ -	\$ -	#DIV/0!
15	STAFF	\$ 93,102.00	\$ 84,492.80	\$ 8,609.20	91%
16	MILEAGE	\$ 4,250.00	\$ 3,969.41	\$ 280.59	93%
17	EC ADMINISTRATION	\$ 4,587.12	\$ 4,255.30	\$ 331.82	93%
18	SR- ADMINISTRATION	\$ 10,341.53	\$ 9,578.69	\$ 762.84	93%
19	SR general SUMMIT*	\$ 3,400.00	\$ 12,007.85	\$ (8,607.85)	353%
	TOTAL	\$ 994,020.67	\$ 767,572.38	\$ 226,448.29	77%

SUMMARY BY FUNDING CATEGORY

CATEGORY	BUDGET	Y-T-D EXPENSES	BALANCE	% SPENT
SR - ADMIN	\$ 36,341.53	\$ 33,236.76	\$ 3,104.77	91%
SR - QUALITY IMPROVEMENT	\$ 71,520.91	\$ 60,579.42	\$ 10,941.49	85%
SR - GENERAL	\$ 630,669.98	\$ 461,869.38	\$ 168,800.60	73%
SR General SUMMIT	\$ 3,000.00	\$ 12,007.85	\$ (9,007.85)	400%
SR General EC-PBIS (DHLW portion)	\$ 84,148.75	\$ 44,641.79	\$ 39,506.96	53%
EC ADMIN	\$ 9,587.17	\$ 8,480.02	\$ 1,107.15	88%
EC - General EC-PBIS (DHLW portion)	\$ 35,000.00	\$ 19,132.22	\$ 15,867.78	55%
EC - GENERAL	\$ 168,833.59	\$ 127,624.94	\$ 41,208.65	76%
TOTAL	\$ 1,039,101.93	\$ 767,572.38	\$ 271,529.55	74%

8:06 AM
06/03/23
Cash Basis

Central Iowa Detention
DHLW #1 Postings Report- MONTH CASH
May 2023

Num	Date	Name	Account	Paid Amount
DEP	05/05/2023	ECI	DHLW SR PBIS Lee/WB (month)	2,664.13 ✓
1784	05/09/2023	Sodexo, Inc	DHLW SR Summit ✓	-1,908.25 ✓
1785	05/17/2023	CIJDC	DHLW EC Admn VISA	-49.96 ✓
1789	05/17/2023	Trinity Muscatine Public Health	DHLW EC General CCNC (split)	-2,431.89 ✓
1790	05/17/2023	Lee county Health	DHLW EC General CCNC	-3,181.54 ✓
1793	05/17/2023	Burlington CSD	DHLW EC General	-4,791.67 ✓
1794	05/17/2023	Mt Pleasant Childcare	DHLW EC General	-4,166.67 ✓
1785	05/17/2023	CIJDC	DHLW SR Admn VISA	-128.46 ✓
1788	05/17/2023	Community of Action of Southeast Iowa	DHLW SR General PS scholarships	-5,846.08 ✓
1789	05/17/2023	Trinity Muscatine Public Health	DHLW SR General CCNC (split)	-1,349.97 ✓
1791	05/17/2023	Lee county Health	DHLW SR General Dental	-5,212.05 ✓
1792	05/17/2023	Henry County Extension	DHLW SR General Farm Conn	-21,601.52 ✓
1796	05/17/2023	Lee county Health	DHLW SR General HOPE	-7,934.10 ✓
1785	05/17/2023	CIJDC	DHLW SR Summit VISA supplies	-81.18 ✓
1786	05/17/2023	Van Dijk Consultants	DHLW SR Summit ✓	-200.00 ✓
1787	05/17/2023	Iowa Wesleyan University	DHLW SR Summit ✓ rental	-250.00 ✓
1795	05/17/2023	Henry County Extension	DHLW SR PBIS	-15,871.93 ✓
1795	05/17/2023	Henry County Extension	DHLW EC PBIS	-2,867.07 ✓
DEP	05/23/2023	ECI	DHLW SR PBIS Muscatine (month)	3,374.56 ✓
DEP	05/23/2023	ECI	DHLW SR PBIS I/S/K (April)	2,810.85 ✓
1797	05/31/2023	CIJDC	DHLW EC Admn	-581.97
1797	05/31/2023	CIJDC	DHLW SR Admn	-2,442.90
1797	05/31/2023	CIJDC	DHLW SR Quality Improvement	-5,289.53
INT	05/31/2023	ECI	DHLW EC General	6.90
INT	05/31/2023	ECI	DHLW SR General	21.86
TOTAL				-77,308.44

Staff & Fiscal

Total Reimbursements
EC-PBIS
\$ 8849.54

DHLW Board meeting Handout – June 20th 2023

FY24 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 \$306,500

Awarded amount \$288,110

Contract amount: **\$276,969**

Adjustments made:

- 1 parent educator will reduce PAT direct time to .5 FTE and spend the other .5 FTE doing work under a different grant (staff person remains fulltime employed)
- Reduced cost in salaries and benefits
- Increased operational budget to cover costs associated with becoming a PAT Affiliate (i.e. evidenced based)

Fiscal Year 2024 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 100 Children served
- b. 65 Families served
- c. 1549 Home visits completed
- d. 24 Group events completed (1/mo in each county)
- 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. 0% or less of children enrolled will be 4 or 5 years of age

HOPES Des Moines County

Lee County Health Department

RFR requested amount \$80,150

Amount approved \$76,150

Adjustments made:

- Removed \$4000 from incentive line item

Fiscal Year 2024 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 17 Children served
- b. 17 Families served
- c. 504 Home visits completed
- d. 22 group activities completed
- e. 90% or greater of children will receive a developmental screening
- f. 50% or greater of enrollment will be to first time moms
- g. 40% or greater of enrollment will be prenatal
- h. 100% or greater of families will be at or below 201% poverty level
- i. 0% or less of children enrolled will be 4 or 5 years of age

Dental

Lee County Health Department

RFR requested amount \$97,684

Amount approved \$65,000

Adjustments made:

- use original distribution plan as submitted in the RFR
- serve new sites identified in Henry and Washington during 1st QTR to get a better idea of numbers and strategize from there
- serve all childcare centers twice – consider 3rd service at sites identified with greatest need, IF funding allows

Fiscal Year 2024 Contract Section 5.0 F. 2 – Target Benchmarks shall include:

- a. 12 licensed childcare centers will participate
- b. 25 licensed preschools will participated
- c. 1000 children enrolled at participating sites will receive dental screening
- d. Head Start/Early Head Start children will receive dental screening and risk assessment three (3) times
- e. 80% of children participating will be cavity free
- f. 1 child per county will receive Silver Diamine Fluoride (SDF)

Additional contract language revisions in Contract Section 5.0 A include:

4. Provide Registered Dental Hygienists in Des Moines, Henry, Louisa, and Washington County to complete screenings and fluoride varnish treatments for children ages 0-5 and enrolled in licensed childcare centers, preschools, and Head Start/Early Head Start. **Dental Fluoride Varnish Program will be provided to children who have a signed parent consent form and do not have access to services through other sources.** Services provided by the program include:
 - a. Educational sessions for all children about oral health
 - b. Parent education flyers and consent forms sent home with each child
 - c. Follow up and collection of consent forms
 - d. Dental screening and fluoride varnish application
 - e. Documentation of oral health concerns
 - f. Referral to dentists for treatment
 - g. Assistance in making additional dental appointments – coordination of transportation
 - h. Identification of need for payment assistance – use of Public Health vouchers or Community Health Center referrals
 - i. Coordination and follow up to assure access to dental treatment
5. Provide documentation for billing that identifies a fee per service. Services include dental screening, fluoride varnish, and silver diamine fluoride.
6. **Ensure that the ECA Board is the payer of last resort. Identified Medicaid services shall be billed to Medicaid. Billing documentation shall identify the number of children billed to the ECA Board, the number of children billed to Medicaid, and the number of children billed to other sources as applicable.**

Preschool Scholarships

Community Action of Southeast Iowa

RFR requested amount \$69,910

Amount approved \$35,000

Adjustments made:

- Reduced hours
 - Supervisor from 24hrs to 12hrs
 - Program Coordinator from 520hrs to 458hrs
- Reduced incentives – tuition scholarship from \$5/hr to \$4/hr

Fiscal Year 2024 Contract, Section 5.0 F. 2 - Target benchmarks shall include:

- a. 10 participating preschools
- b. 18 children
- c. 90% of eligible children will be screened for developmental and social/emotional delays
- d. 100% of participating preschools will meet quality measures

Mt Pleasant Community Childcare Center

RFR maximum amount allowed \$37,500

Amount approved \$8,000 (3 month contract)

Adjustments made:

- reimbursement to be paid out in equal monthly portions
- Automatic renewal

Target benchmarks shall include:

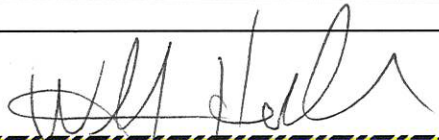
- a. 45 children served
- b. 100% of children will be screened for developmental delays

Budget Form for FY24 (DHLW Early Childhood Area)

To complete this form refer to RFR/RFP Instructions

The Family Connection with Henry County Agricultural Extension

Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
Direct staff salaries	\$ 177,840.00	\$ 23,400.00	
1.0 FTE Supervisor \$31.50/hr x 2080 hrs. = 65,520			
1.0 FTE Family Support Specialist \$23.50/hr x 2080 hrs. = 48,880			
0.8 FTE FSS \$20/hr x 832 hrs. = 16,640			
1.0 FTE \$22.50/hr x 1040 hrs. = 23,400			
1.0 FTE \$22.50/hr x 2080 hrs. = 46,800 /50%			
Salaries are broken down as follows: 1.0 FTE for supervisor and 1.0 FSS with no salary change during FY24. 0.8 FSS (bilingual FSS) until January 1, 2024 at current rate of \$20. On January 1, raise is implemented to \$22.50 and position becomes full time. Final 1.0 FTE is split between ECI grant and ICAPP grant. ICAPP funding is specific to group facilitation and has different outcomes than ECI funding.			
Direct Staff Benefits	\$ 61,940.00	\$ -	
IPERS/FICA = 30,392			
Insurance benefits:			
2 staff x \$843 x 6 months = 10,116			
3 staff x \$900 x 6 months = 16,200			
1 staff x \$422 x 6 months = 2532			
1 staff x \$450 x 6 months = 2700 for a total = \$31,548			
Contract Services	\$ -	\$ -	
N/A			
Travel	\$ 8,640.00	\$ -	
1100 X 0.655 X 12 months			

Equipment	\$ -	\$ -
<i>n/a</i>		
Office Supplies	\$ 4,000.00	\$ -
<i>Copies, ink, postage, marketing, program materials</i>		
Operational	\$ 9,360.00	\$ -
<i>IFSC Credentialing Annual Fee: \$450</i>		
<i>Parents as Teachers Curriculum Access:</i>		
<i>Foundational 1 x 4 Staff = \$1200</i>		
<i>Foundational 2 x 4 Staff = \$260</i>		
<i>Annual Visit Tracker = \$550</i>		
<i>Cell phone : 4 staff x \$50 x 12 months =</i>		
<i>Tentative PAT Initial Affiliate Fee: \$4500</i>		
Staff Professional Development	\$ 2,000.00	\$ -
<i>General Early Childhood and Family Support Professional Development</i>		
<i>4 staff x \$500 = \$2000</i>		
Incentives	\$ -	\$ 4,000.00
<i>HCHC Foundation Grant = \$2500</i>		
<i>Church donations = \$1500</i>		
<i>Service organizations and private donations = 1000</i>		
subtotal	\$ 263,780.00	\$ 27,400.00
Indirect Administration - Maximum allowed without a federally approved rate is 5%	\$ 13,189.00	
TOTAL	\$ 276,969.00	\$ 27,400.00
<div style="display: flex; justify-content: space-between;"> <div>  Administrator signature </div> <div> 5-30-23 date </div> </div>		

Budget Form for FY24 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

Lee County Health Department HOPES


Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
Direct staff salaries	\$ 46,940.00	\$ 922.50	LCHD inkind for
.8 FTE Nicole Hirte FSS to provide in home visiting services in Des Moines CO and attend group ses			Finance/Operations Director to provide supervision of Program Manager, prepare grant vouchers
.2 FTE for a Program Supervisor to provide expansion oversight, assure program fidelity is maintained and weekly supervision occurs with the new home visitor and to organize and coordinate group sessions			
Direct Staff Benefits	\$ 23,720.00	\$ 372.50	LCHD inkind for
.8 FTE Nicole Hirte FSS to provide in home visiting services in Des Moines CO and attend group ses			Finance/Operations Director to provide supervision of Program Manager, prepare grant vouchers
.2 FTE for a Program Supervisor to provide expansion oversight, assure program fidelity is maintained and weekly supervision occurs with the new home visitor and to organize and coordinate group sessions			
Contract Services	\$ -	\$ -	
insert narrative here			
Travel	\$ 2,000.00	\$ 1,000.00	LCHD Inkind
Avg of 500 miles a month x 12 x \$.50			

Equipment	\$ -	\$ -	
<i>insert narrative here</i>			
Office Supplies	\$ 550.00		
<i>Misc office supplies as needed (pens, paper, staples, etc) \$200</i>			
<i>Cell phone monthly charges \$350</i>			
Operational	\$ 2,440.00	\$ 2,000.00	LCHD Inkind
<i>Partial Rent for Burlington Office \$295/mth (\$1540 DHLW, \$2000 LCHD inkind)</i>			
<i>Affiliation Fees \$900</i>			
Staff Professional Development	\$ 500.00	\$ -	
<i>Staff trainings and conferences including annual Child Abuse Prevention Conference</i>			
Incentives		\$ -	
subtotal	\$ 76,150.00	\$ 4,295.00	
Indirect Administration - Maximum allowed without a federally approved rate is 5%	\$ -		
TOTAL	\$ 76,150.00	\$ 4,295.00	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Administrator signature <i>Michael P. ...</i> </div> <div> date <i>5/19/2023</i> </div> </div>			

Budget Form for FY24 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

DHLW Counties Dental Fluoride Varnish Program - Lee County Health Department

Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
Direct staff salaries	\$ -	\$ -	
<i>insert narrative here</i>			
Direct Staff Benefits	\$ -	\$ -	
<i>insert narrative here</i>			
Contract Services	\$ -	\$ -	
<i>insert narrative here</i>			
Travel	\$ -	\$ -	
<i>insert narrative here</i>			
Equipment	\$ -	\$ -	
<i>insert narrative here</i>			
Office Supplies	\$ -	\$ -	
<i>insert narrative here</i>			
Operational	\$ 61,752.54	\$ 40,200.76	Medicaid and Hawki Reimbursements
<i>ECI when not covered by Medicaid or Hawki.</i>			
<i>\$23.74 cost per ECI dental screening x 1298 estimated number = \$30,814.52</i>			
<i>\$27.82 cost per ECI fluoride varnish x 1111 estimated number = \$30,908.02</i>			
<i>\$10.00 cost per ECI silver diamine fluoride x 3 estimated number = \$30.00</i>			
<i>Total ECI Cost = \$61,752.54</i>			

\$23.74 cost per Medicaid/Hawki dental screening x 728 estimated number = \$17,282.72			
\$27.82 cost per Medicaid/Hawki fluoride varnish x 822 estimated number = \$22,868.04			
\$10.00 cost per Medicaid/Hawki silver diamine fluoride x 5 estimated number = \$50.00			
Total Other Funding Cost = \$40,200.76			
Note: Approved FY22 MCAH cost plan fees on file with Iowa HHS were used for the FY24 ECI request and match; HHS is still in the process of determining the new cost planning process for FY23 so new fees were not available at the time of submission. \$65.84 is our preliminary cost for silver diamine fluoride but \$10 was arbitrarily used as a reasonable cost for introducing the service until a new, formal cost plan with Iowa HHS is completed.			
Staff Professional Development		\$ -	\$ -
insert narrative here			
Incentives		\$ -	\$ -
insert narrative here			
subtotal		\$ 61,752.54	\$ 40,200.76
Indirect Administration - Maximum allowed without a federally approved rate is 5%		\$ 3,247.46	
5% included for oversight, reporting, and other contract management			
TOTAL		\$ 65,000.00	\$ 40,200.76
 Administrator signature		6-1-2023 date	

Revised FY24 Benchmarks

of children enrolled: 1000

% of children screened: 100%

% of children screened and identified as high risk (decay and/or demineralization) that received dental care coordination: 100%

of childcare sites participating in services: 12

of preschool sites participating in services: 25

Other benchmarks identified by the program:

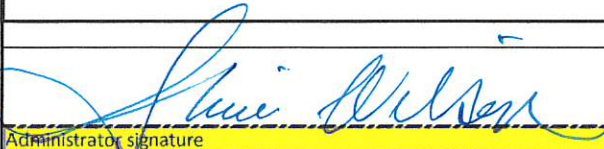
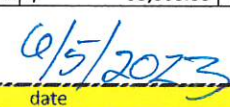
% of children cavity free = 80%

of children receiving SDF by County:

Des Moines (1); Henry (1); Louisa (1); Washington (1)

Budget Form for FY24 (DHLW Early Childhood Area)
To complete this form refer to RFR/RFP Instructions

Preschool Scholarships Program, Community Action of Southeast Iowa

Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
Direct staff salaries	\$ 7,732.00	\$ -	
12 hours per year for supervision and grant management 12 hrs X \$42.40=\$509			
.22 FTE for Program Specialist 458 hrsX \$15.77=\$7223			
Direct Staff Benefits	\$ 2,010.00	\$ -	
includes state/federal taxes, retirement, workers comp, health insurance, FICA			
Contract Services	\$ -	\$ -	
N/A			
Travel	\$ 100.00	\$ -	
mileage to meetings/outreach activities			
Equipment	\$ -	\$ -	
N/A			
Office Supplies	\$ 934.00	\$ -	
includes printer ink, postage, copies, general office supplies, ASQ forms, outreach supplies, applica			
Operational	\$ 1,804.00	\$ -	
includes office space, utilities, phone, internet, computer and data security services			
Office space--\$90 X 12 months = \$1030			
Utilities, phone, internet and antivirus/data security--\$60 X 12 months = \$720			
Insurances--property, liability--\$4.50 X 12 months = \$54			
Staff Professional Development	\$ 100.00	\$ -	
Agency Inservices 2X per year			
Incentives	\$ 20,898.00	\$ -	
Scholarships on behalf of parents to preschools			
18 children X \$129 average reimbursement per month X 9 months = \$20,898			
Reimbursement is up to \$4.00 per hour			
subtotal	\$ 33,578.00	\$ -	
Indirect Administration - Maximum allowed without a federally approved rate is 5%	\$ 1,422.00		
Federally approved rate is 14.6%			
TOTAL	\$ 35,000.00	\$ -	
<div style="display: flex; justify-content: space-between;"> <div>  Administrator signature </div> <div>  date </div> </div>			

**FY2024 Contract For
Early Care & Education Supportive Services**

**Between the
DHLW Early Childhood Area
And**

Mt Pleasant Community Childcare Center

1.0 IDENTITY OF PARTIES.

- A. The DHLW Early Childhood Area Board (referred to in this document as the “ECA Board”) is the issuing agency for this Contract. The ECA Board’s address is: PO Box 882, Washington, IA. 52353.
- B. Mt Pleasant Community Childcare, (referred to in this document as “Contractor”) is the contracting entity, and is entering into this Contract to provide the products and or services defined in 5.0. The address of the Contractor is: 304 W Washington, Mt. Pleasant, IA 52641.

2.0 FISCAL AGENT

Central Iowa Juvenile Detention Center is authorized to act as fiscal agent for the receipt of funds and payment of expenditures for the ECA Board.

3.0 DURATION OF CONTRACT.

The initial term of this Contract shall be three (3) months commencing on July 1, 2023, with three (3) optional 3-month renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions 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.

4.0 PURPOSE.

The parties have entered into this Contract for the purpose of retaining the Contractor to provide supervision and oversight of the Mt Pleasant Community Childcare center in order to increase access to quality childcare in Mt Pleasant, Iowa and the surrounding areas.

5.0 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 program updates and/or presentation to the ECA Board as requested by the ECA Director.
4. Provide one (1) child care Director and additional staff, per required ratios, for the Mt Pleasant Community Childcare Center. The grant will cover up to \$2,667 per month of staff salaries.
5. Maintain compliance with Iowa DHS childcare regulations and requirements.
6. Complete the ASQ-3 (Ages & Stages Questionnaire) for all children enrolled. Results will be shared with parents.

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 DHLW Early Childhood Area Director (referred to in this document as the “ECA Director”) will observe services of the Contractor and report to the ECA Board observations not noted in reports. The ECA Director will also be allowed to monitor the work of the Contractor by observing and/or participation in educational programming for participants of said program. This will apply equally to all subcontracts of said Contractor.

The ECA Director 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 DHLW 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 and the DHLW Early Childhood Area 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 to the ECA Board upon request.
2. During the Contract, if there is a change in personnel directly related to the program/service, the ECA Board will be notified by the contractor.
3. Documentation shall be provided to the ECA Board by the Contractor regarding all agencies and programs that collaborate in program delivery.
4. During the term of the Contract the Contractor and all subcontractors agrees to keep in force liability insurance policy in accordance with Section 10.0.
5. The ECA Board reserves the right to conduct on-site reviews in addition to regular monitoring of services by the ECA Director.
6. The Contractor agrees to assist the ECA Board in submission of the state annual report.
7. The Contractor agrees to assist the ECA Board with system building and collaboration among agencies, community partners, and citizens.
8. The Contractor agrees to submit regular progress reports to the ECA Board within twenty (20) days following the end of the Contract period. Reports may include a summary of services provided, outcomes achieved, program expenditures, and inventory log.
9. Amendments to this Contract as proposed by Contractor, must be submitted to the ECA Board in writing with 30 calendar days advance notice and are subject to the approval of the ECA Board. Unapproved amendment proposals are void and will not amend this Contract.

F. Program measures and target benchmarks.

Contractor will report the following statistics and be measured and evaluated by the ECA Board according to performance expectations as set forth in the Request for Proposal and program proposal attached hereto and made part of this Contract by this reference.

1. Required data for the quarterly reports shall include:
 - a. Amount and name of other funding resources used for the project
 - b. Quality standards achieved (Head Start, Shared Visions, QPPS, Iowa QRS, or Iowa QRIS, NAEYC)
 - c. Number of children served by age
 - d. Number and percent of children screened with the ASQ-3 and ASQ-SE.
 - e. Number and percent of children who were screened and referred on for additional services or treatment.
 - f. Cost per child
2. Target benchmarks
 - a. 48 children served
 - b. 100% of children will be screened for developmental delays
 - c. IQ4K level 1 or documentation of ongoing efforts to complete an application

Reports shall include all data listed above and any other data that the ECA Director may request from time to time. **The Contractor shall adhere to state Early Childhood Iowa (ECI) tools and required performance measures when applicable. State ECI tools are subject to change and the Contractor is required to adhere to these changes.**

6.0 COMPENSATION.

The Contractor will be paid for the services described in the Scope of Work and Requirements Section 5.0 a fee not to exceed **\$8,000*** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

A. 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 with ECA funds 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.

B. Payment Request Process

1. Contractor shall comply with the ECA Board's or the underlying funding agency's mileage, meal and hotel reimbursement policies, rules and rates where applicable, including preparation and submission of reports, receipts, and requests for reimbursement.
2. 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 to the ECA Board on a monthly basis for services rendered and reimbursable costs

incurred in the previous month. All requests for payment shall be due on or before the 15th of the month.

3. Contractor shall provide the ECA Board with an Accounting of all funds utilized to support the program on a monthly basis.
4. All expenditures for the fiscal year by Contractor must be sent to the ECA Board no later than **July 15** following the end of the Contract period and fiscal year ending June 30th.
5. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted electronically to the ECA Director.

C. Payment Delay and Reduction

1. If reports required from Contractor to the ECA Board 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 ECA Director for accuracy fit with the program services and adequacy of documentation before approval and payment. The ECA Board may retain ten (10) percent of the Contractor's payments if the ECA Board determines that the Contractor is not in compliance with the Contract terms. The ECA Board 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 ECA Board 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 ECA Board may pursue other remedies.

7.0 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 ECA Board 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 ECA Board 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 ECA Board.

8.0 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 ECA Board 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 ECA Board: If there is a default event caused by the Contractor, the ECA Board 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 ECA Board 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 10 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 ECA Board

1. The ECA Board shall have the right to terminate this Contract without penalty by giving 10 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 ECA Board 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 ECA Board, at the ECA Boards sole discretion, are insufficient for any reason; or
 - c. The ECA Board's authorization to conduct business is withdrawn or there is a material alteration in the programs the ECA Board administers; or
 - d. The ECA Boards 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 ECA Board 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 ECA Board 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 ECA Board:

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 ECA Board 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 ECA Board may, at its option, terminate this Contract. In the event the ECA Board 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 ECA Board for this program, the Contractor shall:

1. Deliver to the ECA Board 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 ECA Board but are in the possession of the Contractor;
2. Comply with the ECA Board'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 ECA Board or the new contractor as the ECA Board directs;
3. Protect and preserve data and property in the possession of the Contractor in which the ECA Board has an interest;
4. Stop work under this Contract on the date specified in any notice of termination provided by the ECA Board;
5. Timely submit to the ECA Board 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 of expiration or termination;
6. Cooperate fully in good faith with the ECA Board, its employees and agents during the transition period between the notification of termination and the substitution of any replacement Contractor.

9.0 INDEMNIFICATION.

The Contractor agrees to pay the cost of defense and indemnify and hold harmless the ECA Board, 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 officers, 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.

10.0 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 ECA Board as additional insured.

11.0 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.

12.0 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.

13.0 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..

14.0 CONTRACT ADMINISTRATION.

- A. **Independent Contractor.** The status of the Contractor, and all its approved subcontractors, vis a vis the ECA Board, shall be that of an independent contractor of the ECA Board. The ECA Board 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 ECA Board 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 ECA Board 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 ECA Board. 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 ECA Board 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 ECA Board 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 ECA Board. Unapproved unexecuted amendment proposals are void and will amend this Contract.
- L. **Confidentiality.** Information created or maintained by the ECA Board 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 ECA Board, 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 ECA Board 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 ECA Board 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 or 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 ECA Board may request Contractor or its approved subcontractors curtail or cease use of whom the ECA Board 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 ECA Board 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 ECA Board 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.

15.0 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.

Mt. Pleasant Community Childcare

By: _____ Date: _____

Name and title: Matt Barton, Board President

Federal Tax Identification Number: 85-3518508

DHLW Early Childhood Area Board

By: _____ Date: _____

Name and Title: Unity Stevens, Board Chair

DHLW Early Childhood Area

Des Moines, Henry, Louisa, Washington

Administrative Update

June 2023

ECI Update

The State ECI Board met on June 2nd 2023. Agenda items included:

- ECI Area Designation of Boone/Story counties
- Approval of updates to Tool FF. This tool provides comprehensive guidance, procedures, and definitions to family support programs. Revisions included minor updates to reflect current practices.
- Review and approval of the Professional Development FY24 budget. These funds are used at the state level to support various PD efforts in early childhood system.
- Janee Harvey provided a presentation and answered questions about the HHS Service Delivery Assessment to be completed during the summer and fall of 2023. ECI is included in the list of agencies/initiatives being looked at in the assessment. More information about the assessment can be found on the [HHS website](#).

Mental Health

The SEIL and South Central mental health regions are merging on July 1st 2023. The new region name is the Mental Health Agency of Southeast Iowa and will cover 13 counties. The region includes 1 governing board and 4 advisory committees. The Children's Advisory Committee from the previous two regions includes several early childhood members and is currently working to combine activities.

The Children's Mental Health and Well-being Collaborative met on June 8th and discussed how it can best fit into the new regional system. The Collaborative was formed prior to the creation of children's advisory committees and includes 12 of the 13 counties in the new region.

Association of ECI Area Boards and Advocates

The Association is expanding the professional development offerings to ECI Area Directors to include a 3-part Leadership Workshop. The Restoration Project has been hired to complete two virtual trainings and a third/final session in-person during the annual meeting activities on November 8th and 9th in Des Moines

Contract and general office updates

- FY24 DHLW budget has been submitted in iowagrants.gov. Status is currently 'underway.'
- The EC-PBIS program welcomed new consultant, Victoria Bean, to the team in June. The program is now fully staffed with 3 fulltime consultants.
- Due to staff resignation and medical leave, the Family Connection will be experiencing a reduction in services for families in Henry County during the month of July. A vacancy action plan has been developed and shared with the DHLW office.
- 2 out of 10 FY24 program contracts have been signed and filed.