

**DHLW Early Childhood Area  
and  
Lutheran Services in Iowa  
for  
Louisa Healthy Families program**

Amendment to Agreement entered by the parties on July 1, 2024. Amendment effective date is January 1, 2025.

Pursuant to Paragraph 15.0 (K) Amendments of the Contract entered by Lutheran Services in Iowa and DHLW Early Childhood Area on July 1, 2024, the Contract is amended as follows:

**5.0 SCOPE OF WORK AND REQUIREMENTS**

**A. Contractor shall:**

4. Provide Family Support Specialists up to 2.595 FTE, and Program Supervisor and Coordinator as needed per model fidelity requirements
5. Implement family support services in Louisa and Muscatine counties utilizing evidenced based home visiting models Healthy Families America (HFA) and Parents as Teachers (PAT). Family support services shall include face to face in home visits for families with children prenatal – five (5) years of age and group based classes. HFA trained staff will complete home visits at regular intervals throughout the year and maintain performance standards as outlined in ECI - Tool FF. Group classes will be offered twice per month and include basic necessity incentive items for participation.

**F. Program measures and target benchmarks.**

2. Quarterly target benchmarks eligible for performance bonus shall include:
  - a. QTR 1 (July – September) 90 home visits completed
  - b. QTR 2 (October – December) 90 home visits completed
  - c. QTR 3 (January – March) 90 home visits completed in Louisa County, and 160 home visits completed in Muscatine County
  - d. QTR 4 (April – June) 90 home visits completed in Louisa County, and 160 home visits completed in Muscatine County
  - e. Yearend (July – June) 100% of eligible children will receive a developmental screening
3. Target benchmarks not eligible for performance bonuses, but used for performance monitoring shall include:
  - a. 50 children served
  - b. 47 families served
  - c. 27 group-based parent education opportunities completed
  - d. 680 home visits completed

**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 **\$145,497** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

**Summary of Amendment**

The contract is amended to increase the total compensation from \$78,003 to \$145,497 and to include Muscatine county in the service area. Target benchmarks and FTEs are increased to align with additional service area.

In all other respects, the Contract among the parties is ratified and affirmed.

**Lutheran Services in Iowa**

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

Date: \_\_\_\_\_

Name: Renee Hardman  
Title: CEO  
Federal Tax Identification Number: 42-0698267

**DHLW Early Childhood Area**

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

Date: \_\_\_\_\_

Name: Unity Stevens  
Title: Board Chair

**Home Visitation Services, Lutheran Services in Iowa**

Line Item descriptions and budget justification	Current budget	Revised budget request	% change	Brief explanation of line item change.
<p><b>INSTRUCTIONS:</b> This column should match original budget as approved by DHLW for the contract period - copy &amp; paste from your RFR/RFP.</p> <p><b>INSTRUCTIONS:</b> This column should match original budget as approved by DHLW for the contract period - copy &amp; paste.</p> <p><b>INSTRUCTIONS:</b> This column should include all amounts w/ accurate total in row 66. If a line item is not changing it still needs to be transferred into this column to show no change in column D</p> <p>This column auto fills contains a formula</p> <p><b>INSTRUCTIONS:</b> Explain why the line item is changing more than 10%. If salary &amp; benefits are changing because of increased FTEs, this is the column to put that info in.</p>				
<b>Direct staff salaries</b>	\$ 51,401.00	\$ 93,678.00	82%	To add FTE from Muscatine County; this increase will cost an additional \$42,277. .525 FTE Program Coordinator: 546 hrs/\$23.10 hrly/total \$12,613 .4 FTE Program Supervisor: 728 hrs/ \$23.10 hrly/total \$16,817 .5 FTE FSS1: 520 hrs/ \$18.79 hrly/total \$9,771 1 FTE FSS2: 1,040 hrs/ \$18.70 hrly/total \$19,448 .075 FTE FSS3: 78 hrs/ \$19.10 hrly/total \$1,490 1 FTE FSS4: 1,040 hrs/\$18.70 hrly/total \$19,448 (all paid by other funding) .5 FTE FSS5: 520 hrs/\$18.70 hrly/total \$9,724 (all paid by other funding) .1 FTE Program Supervisor direct: 104 hrs/\$23.10 hrly/total \$2,402
.018 FTE Service Director 38 hours/\$33.52/Total \$1,274				
.2 FTE Program Coordinator 416 hours/\$26.51/Total \$11,028				
.025 FTE Program Supervisor 52 hours/\$23.10/Total \$1,201				
.925 FTE Family Support Specialist 1,924 hours/\$19.10/Total \$36,748				
Family Support Specialist data completion equity incentive \$3,200 total (\$800 per quarter)				
<b>Direct Staff Benefits</b>	\$ 10,904.00	\$ 19,361.00	78%	This increase was due to adding 3.025 FTE from Muscatine County. This increase was \$8,457.
Benefit/Taxes at 20% \$10,690				
Cell phone \$624				
<b>Contract Services</b>	\$ -	\$ -	#DIV/0!	
N/A				
<b>Travel</b>	\$ 3,500.00	\$ 6,016.00	72%	\$2,516 added to the DHLW ECI budget to cover increase mileage needed for additional FSS/PE.
7,000 miles at .50 per mile \$3,500				
<b>Equipment</b>	\$ -	\$ -	#DIV/0!	
N/A				
<b>Office Supplies</b>	\$ 382.00	\$ 1,498.00	292%	\$1,116 added to budget to cover office supplies needed due to adding 3.025 FTE.
Print/postage/shipping \$20				
Program supplies \$200				
Office supplies \$100				
Curriculum \$300				
<b>Operational</b>	\$ 1,210.00	\$ 4,981.00	312%	\$3,771 added to DHLW ECI budget to cover organizational dues for HFA and PAT in three additional programs.
Organizational Dues \$750(HFA)				
Organizational Dues \$460 (PAT)				
<b>Staff Professional Development</b>	\$ 200.00	\$ 250.00	25%	Small increase due to training needs with added FTE.
Trainings: PCA conference, ISU, mental health and local trainings				
<b>Incentives</b>	\$ -	\$ 250.00	#DIV/0!	No client assistance funds requested in original DHLW ECI budget. ECIMC had \$250 to support client assistance for Muscatine County.
Client assistance- car seats, cribs, diapers, wipes, child proofing supplies, ect.				
subtotal	\$ 67,597.00	\$ 126,034.00	86%	
<b>Indirect Administration - max allowed = 5% unless agency has federally approved r</b>	\$ 10,406.00	\$ 19,463.00	87%	
LSI's federally approved rate is 15.5% \$				
<b>TOTAL</b>	\$ 78,003.00	\$ 145,497.00		Indirect for ECIMC was \$9,057.

*Melina Tucker*  
 Administrator signature

11/5/24  
 date

**DHLW Early Childhood Area  
and  
Trinity Muscatine Public Health  
for  
Child Care Nurse Consultant (CCNC) services**

Amendment to Agreement entered by the parties on July 1, 2024. Amendment effective date is January 1, 2025.

Pursuant to Paragraph 14.0 (K) Amendments of the Contract entered by Trinity Muscatine Public Health and DHLW Early Childhood Area on July 1, 2024, the Contract is amended as follows:

**5.0 SCOPE OF WORK AND REQUIREMENTS**

**A. Contractor shall:**

4. Provide one (1) fulltime Registered Nurse, Child Care Nurse Consultant (CCNC), one (1) Supervisor up to 105 hours, and fiscal staff up to 18 hours.
5. Provide CCNC services in Henry, Louisa, Muscatine and Washington counties to legally operating home childcare providers, centers, and preschools that are not supported by other core program funding. Core funded programs include Head Start, Early Head Start, Shared Visions, and State wide Voluntary Preschool.

**F. Program measures and target benchmarks.**

2. Target benchmarks shall include:
  - a. 100% of eligible childcare businesses in the service area will be notified of and have access to CCNC services
  - b. 66 programs will participate in CCNC services (strive to serve at least 75% of eligible programs in each county)
  - c. 77 face to face visits completed
  - d. 20% of participating programs will have a QRS 3 or higher OR have a IQ4K 1 or higher
  - e. 10 HCCI – HHS approved trainings will be completed

**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 **\$81,188** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

**Summary of Amendment**

The contract is amended to increase the total compensation from \$55,188 to \$81,188 and to include Muscatine county in the service area. Target benchmarks are increased to align with additional service area.

In all other respects, the Contract among the parties is ratified and affirmed.

**Trinity Muscatine Public Health**

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

Date: \_\_\_\_\_

Name: Jen Craft  
Title: Director of Public Health  
Federal Tax Identification Number: 42-0680337

**DHLW Early Childhood Area**

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

Date: \_\_\_\_\_

Name: Unity Stevens  
Title: Board Chair

**Budget Amendment Request FY25 (DHLW Early Childhood Area)**

Instructions: Send a completed and signed form (PDF format) to [tbeghtol@dhlw.org](mailto:tbeghtol@dhlw.org)

Note: Document has formulas embeded, but is not protected. If you 'delete' a cell the formula will be deleted.

<b>Child Care Nure Consultant - Louisa, Henry, Washington, Muscatine (Trinity Muscatine Public Health)</b>				
<i>INSTRUCTIONS: This column should match original budget as approved by DHLW for the contract period - copy &amp; paste from your RFR/RFP.</i>	<i>INSTRUCTIONS: This column should match original budget as approved by DHLW for the contract period - copy &amp; paste.</i>	<i>INSTRUCTIONS: This column should include all amounts w/ accurate total in row66. If a line item is not changing it still needs to be transferred into this column to show no change in column D</i>	This column auto fills a formula	<i>INSTRUCTIONS: Explain why the line item is changing more than 10%. If salary &amp; benefits are changing because of increased FTEs, this is the column to put that info in.</i>
Line Item descriptions and budget justification	Current budget	Revised budget request	% change	Brief explanation of line item change.
<b>Direct staff salaries</b> <i>Staff: CCNC 1560 hrs x \$32.39 = \$50,528 (\$50,528.40 rounded to \$50,528)</i> <i>Staff: Supervisor 96 hrs x \$37.43 = \$3,593 (\$3,593.28 rounded to \$3,593)</i> <i>Staff: Fiscal Operations 18 hrs x \$37.50 = \$675</i>	\$ 34,301.00	\$ 51,469.00	50%	Increasing FTE from .5FTE to 1.0FTE for CCNC for the remaining 6 months of the project period, due to Muscatine County ECI services being overseen by DHLW. Proportional increase to supervisor and fiscal roles as well. NOTE: \$3,327 in expenses is from Healthy Childcare Iowa funding through Title V Maternal Child and Adolescent Health services subcontract. Total salary expenses are: \$54,796.
<b>Direct Staff Benefits</b> <i>Staff: CCNC \$32.39 x 35% benefits x 1560 hrs = \$17,685 (\$17,684.94 rounded to \$17,685)</i> <i>Staff: Supervisor \$37.43 x 35% benefits x 96 hrs = \$1,258 (\$1,257.65 rounded to \$1,258)</i> <i>Staff: Fiscal Operations \$37.50 x 35% benefits x 18 hrs = \$236 (\$236.25 rounded to \$236)</i>	\$ 12,006.00	\$ 18,015.00	50%	Increasing FTE from .5FTE to 1.0FTE for CCNC for the remaining 6 months of the project period, due to Muscatine County ECI services being overseen by DHLW. Proportional increase to supervisor and fiscal roles as well. NOTE: \$1,164 in expenses is from Healthy Childcare Iowa funding through Title V Maternal Child and Adolescent Health services subcontract. Total benefits expenses are: \$19,179.
<b>Contract Services</b> <i>insert narrative here</i>	\$ -	\$ -	#DIV/0!	
<b>Travel</b> <i>4 Counties; 5,700 mi x \$0.67 (2024 IRS) = \$3,819</i>	\$ 3,551.00	\$ 3,819.00	8%	Increased service area from 3 counties to 4 counties, to include the addition of Muscatine county.
<b>Equipment</b> <i>insert narrative here</i>	\$ -	\$ -	#DIV/0!	
<b>Office Supplies</b> <i>insert narrative here</i>	\$ -	\$ -	#DIV/0!	

<b>Operational</b>	\$ 2,040.00	\$ 3,060.00	50%	First 6 months of contact were divided cost between DHLW and ECIMC @ \$170 per contract per month. \$170 x 6 months = \$1,020. Remaining 6 months are for the total expense @ 340 per month x 6 months = \$2,040. \$1,020 + \$2,040 = \$3060.
Rent				
Annual rent for CCNC office and storage space: \$3,060				
Actual annual rent is \$4,080/12 = \$340/month				
<b>Staff Professional Development</b>	\$ 327.00	\$ 451.00	38%	Initial request was for 1/2 of travel costs and 1/2 of conference registration fees, to be split with ECIMC. In addition, travel for conference has been removed from initial request, due to carpooling of staff.
Healthy Child Care Iowa CCNC Meeting Location: Des Moines Area 300 mi roundtrip: \$0.67 x 300 = \$201				
Prevent Child Abuse Iowa Conference - Registration fee - \$250				
<b>Incentives</b>	\$ 335.00	\$ 508.00	52%	Requested amount includes the addition of supply purchases for Muscatine County Childcare Nurse Consultant Services.
Educational materials, educational demonstration assistive items, provider supplies to assist with IQ4K status attainment \$508				
subtotal	\$ 52,560.00	\$ 77,322.00	47%	
<b>Indirect Administration - max allowed = 5% unless agency has federally approved r</b>	\$ 2,628.00	\$ 3,866.00	47%	
<b>TOTAL</b>	\$ 55,188.00	\$ 81,188.00		
<p><i>Jennifer Craft M.Ed.</i> <span style="float: right;">10/29/24</span></p> <p>Administrator signature <span style="float: right;">date</span></p>				

**DHLW Early Childhood Area  
and  
Community Action of Southeast Iowa  
Preschool Scholarship Program**

Amendment to Agreement entered by the parties on July 1, 2024. Amendment effective date is January 1, 2025.

Pursuant to Paragraph 14.0 (K) Amendments of the Contract entered by Community Action of Southeast Iowa and DHLW Early Childhood Area on July 1, 2024, the Contract is amended as follows:

**4.0 PURPOSE.**

The parties have entered into this Contract for the purpose of retaining the Contractor to provide financial assistance to income eligible families in Des Moines, Henry, Louisa, Muscatine and Washington Counties, with children aged 3-5, in order for those children to have access to a quality preschool experience resulting in children demonstrating age appropriate skills in a quality, affordable, and reliable preschool environment.

**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:**

4. Provide one (1) Preschool Scholarship Program Specialist up to 436 hours, and one (1) program supervisor up to 12 hours. The duties of the specialist shall include, but are not limited to: management and monitoring of the grant, data collection and reporting, training for preschool staff, approving/denying preschool scholarship applications, and advertising of the preschool scholarship program to preschools, media, and other early childhood partner agencies in Des Moines, Henry, Louisa, Muscatine and Washington Counties.
5. Ensure that all scholarship awardees and participating preschool programs meet requirements in the ECA Board Policy 4.10 Quality Criteria – Preschool Scholarships. Children approved for a scholarship in Muscatine county between September and December 2024 shall not have changes made to the tuition amount already approved and shall be exempt from required co-pay amounts.

**F. Program measures and target benchmarks.**

2. Target benchmarks shall include:
  - a. 12 participating preschools
  - b. 37 children
  - c. 90% of eligible children will be screened for developmental and social/emotional delays



**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 **\$53,963** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

**Summary of Amendment**

The contract is amended to increase the total compensation from \$45,685 to \$53,963 and to include Muscatine County in the service area. Target benchmarks and staff hours are increased to align with additional service area.

In all other respects, the Contract among the parties is ratified and affirmed.

**Community Action of Southeast Iowa**

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

Date: \_\_\_\_\_

Name: Sheri Wilson  
Title: Executive Director  
Federal Tax Identification Number: 42-0923961

**DHLW Early Childhood Area**

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

Date: \_\_\_\_\_

Name: Unity Stevens  
Title: Board Chair

**Budget Amendment Request FY25 (DHLW Early Childhood Area)**

Instructions: Send a completed and signed form (PDF format) to [tbehtol@dhlw.org](mailto:tbehtol@dhlw.org)

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**Community Action of Southeast Iowa**

<p><i><b>INSTRUCTIONS:</b> This column should match original budget as approved by DHLW for the contract period - copy &amp; paste from your RFR/RFP.</i></p>	<p><i><b>INSTRUCTIONS:</b> This column should match original budget as approved by DHLW for the contract period - copy &amp; paste.</i></p>	<p><i><b>INSTRUCTIONS:</b> This column should include all amounts w/ accurate total in row66. If a line item is not changing it still needs to be transferred into this</i></p>	<p>This column auto fills contains a formula</p>	<p><i><b>INSTRUCTIONS:</b> Explain why the line item is changing more than 10%. If salary &amp; benefits are changing because of increased FTEs, this is the column to put that info in.</i></p>
Line Item descriptions and budget justification	Current budget	Revised budget request	% change	Brief explanation of line item change.
<p><b>Direct staff salaries</b>                      Program Supervision and Grant Management: 12 hrs yr max x \$34.37 thru Sept 20,2024 + \$35.18 as of Sept 21,2024 thru June 30,2025=\$420                      Program Specialist: 6 hrs wk x \$17.74 thru Sept 20,2024 (12 wks) + 6 hrs wk x \$18.16 thru estim. Nov 22,2024 (9 wks) + 10 hrs wk x \$18.16 as of Nov 23,2024 thru June 30,2025 = \$7,888</p>	\$ 6,085.00	\$ 8,308.00	37%	Once approved for taking on Muscatine, Program Specialist will increase hours to 10/wk. Estimated start date of this would be November 23, 2024, to correspond with our Agency's start of the payroll week.
<p><b>Direct Staff Benefits</b>                      Includes: FICA, SUTA, Work Comp, Retirement, Health, Dental and Vision Insurances for both Program Supervisor and Program Specialist</p>	\$ 3,305.00	\$ 4,542.00	37%	Increased hours/wages for Program Specialist will increase benefits.
<p><b>Contract Services</b>                      N/A</p>	\$ -	\$ -	0%	
<p><b>Travel</b></p>	\$ 100.00	\$ 100.00	0%	
<p><b>Equipment</b>                      N/A</p>	\$ -	\$ -	0%	
<p><b>Office Supplies</b>                      Includes: postage,copies,printer ink &amp; paper, general office, asq forms, outreach, etc..</p>	\$ 200.00	\$ 300.00	50%	Cover additoinal copies, postage, printing, etc..
<p><b>Operational</b>                      Includes: office rent, utilities, phone, internet, IT services, building maint., insurance, etc., allocated out by square footage occupied by program (for 12 months/contract period of each program).                      Office rent/maintenance: \$90/mnth x 12 mnths = \$1,080                      Utilities, phone/internet, IT services: \$210/mnth x 12 mnths = \$2,520                      Insurances: property/liability: \$12/mnth x 12 mnths = \$144</p>	\$ 3,204.00	\$ 3,744.00	17%	Adjust budget to reflect actual increase in operating expenses utility, rent, insurance, etc..
<p><b>Staff Professional Development</b>                      All Agency Inservices: 2x per year</p>	\$ 100.00	\$ 100.00	0%	
<p><b>Incentives</b>                      Scholarship payments to preschools on behalf of parents                      30 children x \$116 avg reimb. mnth x 9 mnths each = \$31,320                      Muscatine 6 kids x \$102 avg reimb. mnth x 6 mnths each = \$3,672</p>	\$ 31,320.00	\$ 34,992.00	12%	adding payments for Muscatine preschools
<p align="right">subtotal</p>	\$ 44,314.00	\$ 52,086.00	18%	
<p><b>Indirect Administration</b> - max allowed = 5% unless agency has federal                      Federally approved Indirect Rate is 14.6% of Salary and Fringe</p>	\$ 1,371.00	\$ 1,877.00	37%	
<p align="right"><b>TOTAL</b></p>	\$ 45,685.00	\$ 53,963.00		

*Laura Wilson*  
 Administrator signature

11/08/2024  
 date

**FY2025 Contract For  
Preschool Transportation Assistance  
Between the  
DHLW Early Childhood Area  
And  
United Way of Muscatine**

## **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. United Way of Muscatine, (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: 615 Cedar St. Suite 200, Muscatine, IA. 52761.

## **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 term of this Contract shall be January 1, 2025 through June 30, 2025, 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 preschool transportation assistance to income eligible families living in Muscatine with children 3-5 years of age and attending qualified preschools. Transportation shall be available within the city limits of Muscatine.

## **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 one (1) Preschool Scholarship Program Specialist up to 104 hours. The duties of the specialist shall include, but are not limited to:
  - a. Management and monitoring of the grant, data collection, program effectiveness, and reporting.
  - b. Technical assistance to participating preschools, families, and Non Emergency Transport.
  - c. Approving/denying transportation assistance applications. Complete applications that include proof of income will be reviewed in the order in which they are received.
  - d. Advertise the preschool transportation assistance program to preschools, media, and other early childhood partner agencies in Muscatine county.
  - e. Provide paper copy applications to families as needed.
4. Ensure that all children are receiving assistance to attend preschools that meet quality requirements as established by the ECA Board.

5. Develop and implement a transportation service agreement. The agreement shall include:
  - a. Transportation provider requirements including an explanation of the invoice submission process, attendance tracking, record keeping and confidentiality, insurance coverage, reporting requirements, and other information required by the funder.
  - b. Terms for termination of the agreement.
  - c. Requirements including payments based on regular attendance.
  - d. Specifications for safely transporting children based on age, height, and weight.
6. Ensure that all parties agree to serve children and families regardless of race, color, religion, sex, or national origin.
7. Ensure eligible criteria for transportation assistance is met. Criteria include:
  - a. Family must live in Muscatine county.
  - b. Child is 3,4, or 5 years of age by September 15<sup>th</sup>.
  - c. Child lives in a household with an annual income of 200% of the federal poverty level or below.

**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 ECA BOARD Director will observe services of the Contractor and report to the ECA BOARD observations not noted in reports. The ECA BOARD 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 BOARD 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 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 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 BOARD 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. Budget adjustments are allowed at not more than 10% per line item without approval from the ECA BOARD. Requests for budget amendments over 10% per line item for the program/service must be submitted in writing to the ECA BOARD Director. Approval from the ECA BOARD is required prior to the expenditure of funds.
9. The Contractor agrees to submit regular progress reports to the ECA BOARD 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.

10. 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 Outcomes**

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 quarterly reports shall include:
  - a. Amount and name of other funding resources used for the program
  - b. # of unduplicated children served
  - c. # of days transportation was provided (as defined by ECI Tool P)
  - d. Cost per child
  - e. % of days children attended preschool and transportation was provided
2. Target benchmarks shall include:
  - a. 13 children served
  - b. 90% of days children attended preschool and transportation was provided

Reports shall follow the format designated by the ECA BOARD Director. Reports shall include all data listed above and any other data that the ECA BOARD Director 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.**

## **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 **\$22,059.39\*** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

*\*If any single equipment item to be purchased with funds provided under this Contract exceeds \$1000, then prior approval must be obtained from the ECA BOARD before purchasing of such by Contractor.*

### **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 BOARD 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.
5. Equipment that is less than 7 years old will be returned to the ECA BOARD if the Contractor dissolves or this Contract is terminated.

### **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 identify Medicaid eligible services as outlined in Section 5.0. Identified Medicaid services shall be billed to Medicaid first. If a Medicaid claim is denied, then the ECA BOARD shall pay the cost of the service.
3. 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, on or before the 15<sup>th</sup>, for services rendered and reimbursable costs incurred in the previous month.
4. Contractor shall provide the ECA BOARD with an Accounting of all funds utilized to support the program on a monthly basis.
5. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted electronically to the ECA BOARD 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 BOARD fiscal designee 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 \$750,000 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 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

1. The ECA BOARD 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 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 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 BOARDs 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 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 or 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 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.

## **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, upon the date of this contract becoming effective.

**11.0 SUSPENSION AND DEBARMENT.** The Contractor certifies pursuant to 2 CFR Section 180 that neither it nor its principals 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. 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 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.

**Contractor: United Way of Muscatine**

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

Name and Title: Kim Warren, AIM Director  
Federal Tax Identification Number: 42-0761080

**DHLW Early Childhood Area**

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

Name and Title: Unity Stevens, Board Chair

**Budget Form for FY25 (DHLW Early Childhood Area)**  
 To complete this form refer to RFR/RFP Instructions

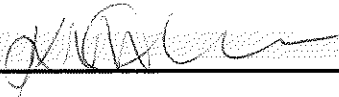
**Preschool Transportation Aligned Impact Muscatine County**

Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
<b>Direct staff salaries</b>	\$ 2,317.12	\$ -	
<i>Staff Salary- 1 Program coordinator 4 hrs/week @ \$22.28/hr X 26 weeks= \$2,317.12</i>			
<b>Direct Staff Benefits</b>	\$ 799.76	\$ -	
<i>SEP (8%)- 1 Program coordinator 4 hrs/week X 26 weeks = \$179.92</i>			
<i>Dental- 1 Program coordinator 4 hrs/week X 26 weeks = \$27.04</i>			
<i>Health- 1 Program coordinator 4 hrs/week X 26 weeks = \$430.56</i>			
<i>FICA/Payroll Tax (7%)- 1 Program coordinator 4 hrs/week X 26 weeks = \$162.24</i>			
<b>Contract Services</b>	\$ 18,942.51	\$ 3,632.00	
<i>ECIMC- Transportation for approximately 13 children</i>			
<i>UWM MCI Fund</i>			
<b>Travel</b>	\$ -	\$ -	
<i>insert narrative here</i>			

<b>Equipment</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Office Supplies</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Operational</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Staff Professional Development</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Incentives</b>	\$ -	\$ -	
<i>insert narrative here</i>			
subtotal	\$ 22,059.39	\$ 3,632.00	
<b>Indirect Administration - Maximum allowed without a federally approved rate is 5%</b>	\$ -		
<b>TOTAL</b>	<b>\$ 22,059.39</b>	<b>\$ 3,632.00</b>	



Administrator signature

A handwritten signature in black ink, appearing to be "J. Miller", written over a dotted background.

date

11/11/24

**FY2025 Contract For  
Coordinated Intake  
Between the  
DHLW Early Childhood Area  
And  
Trinity Muscatine Public Health**

## **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. Trinity Muscatine Public Health, (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: 1609 Cedar St., Muscatine, IA. 52761.

## **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 term of this Contract shall be January 1, 2025 through June 30, 2025, 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 a comprehensive coordinated intake process that includes completing assessments of families and young children and making referrals to other services or programs to increase healthy outcomes for young children in Muscatine County.

## **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 one (1) Family Outreach Specialist up to 494 hours, one (1) bi-lingual Family Outreach Specialist up to 52 hours, fiscal staff up to 6 hours, and administration up to 52 hours.
4. Provide comprehensive coordinated intake services that include, but are not limited to:
  - a. Completing risk assessments with individual families and provide information about other services and programs available in the area.
  - b. Maintain outreach efforts to area hospitals and clinics.
  - c. Ensure release of information materials are completed and referrals are shared with appropriate partner services/programs no less than every 60 days.
  - d. Facilitate Coordinated Intake meetings every other week.
  - e. Evaluate program effectiveness through quarterly surveys completed by partner agencies.
  - f. Ensure immediate referrals are made for families identified as in crisis.

**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 ECA BOARD Director will observe services of the Contractor and report to the ECA BOARD observations not noted in reports. The ECA BOARD 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 BOARD 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 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 Muscatine Early Childhood Area Board 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 BOARD 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. Budget adjustments are allowed at not more than 10% per line item without approval from the

ECA BOARD. Requests for budget amendments over 10% per line item for the program/service must be submitted in writing to the ECA BOARD Director. Approval from the ECA BOARD is required prior to the expenditure of funds.

9. The Contractor agrees to submit regular progress reports to the ECA BOARD per the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
<del>July – September</del>	October 20
<del>October – December</del>	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.

10. 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 Outcomes**

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 quarterly reports shall include:
  - a. Amount and name of other funding resources used for the program
  - b. # of unduplicated households served
  - c. # of household intakes processed
  - d. # of households served with children age five or younger
  - e. # of expectant moms
  - f. # of dads served singly with children age five or younger
  - g. # of households referred by a past recipient
  - h. # of households referred for food supports
  - i. # of households referred for housing supports
  - j. # of households referred for medical/dental supports
  - k. # of households referred for domestic violence/sexual assault supports
  - l. # of households referred for mental health/substance abuse supports
  - m. # of households referred for early learning environment supports
  - n. # of households with identified risk factors utilizing a risk/determinant tool
  - o. # of non-profit status/community-based organizations
  - p. # of faith-based entity
  - q. # and % of households referred to a program/service
  - r. # and % of households referred to and enrolled in a long-term family support program
  - s. # and % of families referred that did not enroll in a family support program
  - t. # and % of households that report an increased awareness of concrete supports
  - u. # and % of households that report an increased awareness of additional informal supports (faith based)
  - v. # and % of households who utilized additional concrete supports

2. Target benchmarks shall include:

- a. 75 individual screenings will be completed
- b. 30% of families screened will sign a release of information
- c. 100% of referrals assigned to a partner agency/program will include follow up and feedback from the partner
- d. 100% of partner agencies/programs will complete an evaluation survey of the Coordinated Intake
- e. 100% of partner hospitals and OB/GYN clinics will receive communication from the program no less than bi-weekly
- f. 100% of families screened will receive educational materials and information about services available

Reports shall follow the format designated by the ECA BOARD Director. Reports shall include all data listed above and any other data that the ECA BOARD Director 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.**

## 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 **\$11,422\*** for the Contract period. Line items are approved as outlined in the approved budget, which is attached hereto and incorporated into this Contract.

*\*If any single equipment item to be purchased with funds provided under this Contract exceeds \$1000, then prior approval must be obtained from the ECA BOARD before purchasing of such by Contractor.*

### 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 BOARD 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.
5. Equipment that is less than 7 years old will be returned to the ECA BOARD if the Contractor dissolves or this Contract is terminated.

### 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 identify Medicaid eligible services as outlined in Section 5.0. Identified Medicaid services shall be billed to Medicaid first. If a Medicaid claim is denied, then the ECA BOARD shall pay the cost of the service.
3. 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, on or before the 15<sup>th</sup>, for services rendered

and reimbursable costs incurred in the previous month.

4. Contractor shall provide the ECA BOARD with an Accounting of all funds utilized to support the program on a monthly basis.
5. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted electronically to the ECA BOARD 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 BOARD fiscal designee 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 \$750,000 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 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 ECA BOARD**

1. The ECA BOARD 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 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 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 or 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 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.

## **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, upon the date of this contract becoming effective.

**11.0 SUSPENSION AND DEBARMENT.** The Contractor certifies pursuant to 2 CFR Section 180 that neither it nor its principals 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. 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 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.

**Contractor: Trinity Muscatine Public Health**

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

Date: \_\_\_\_\_

Name and Title: Jen Craft, Director of Public Health

Federal Tax Identification Number: 42-0680337

**DHLW Early Childhood Area**

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

Date: \_\_\_\_\_

Name and Title: Unity Stevens, Board Chair

**Budget Form for FY25 (DHLW Early Childhood Area)**  
 To complete this form refer to RFR/RFP Instructions

***Coordinated Intake - Muscatine (Trinity Muscatine Public Health)***

Line Item descriptions and budget justification	Portion requested from DHLW	Portion covered by other funding	Source of other funding
<b>Direct staff salaries</b>	\$ 7,711.00	\$ 5,817.00	0-3 At Risk funding - Muscatine Community School District
<i>Staff: Program Lead 520 hrs x \$21.84 = \$11,357 (\$11,356.80 rounded to \$11,357)</i>			
<i>Staff: Supervisor 52 hrs x \$37.43 = \$1,946 (\$1,946.36 rounded to \$1,946)</i>			
<i>Staff: Fiscal Operations 6 hrs x \$37.50 = \$225</i>			
<b>Direct Staff Benefits</b>	\$ 2,699.00	\$ 2,036.00	0-3 At Risk funding - Muscatine Community School District
<i>Staff: Program Lead \$21.84 x 35% benefits x 520 hrs = \$3,975 (\$3,974.88 rounded to \$3,975)</i>			
<i>Staff: Supervisor \$37.43 x 35% benefits x 52 hrs = \$681 (\$681.23 rounded to \$681)</i>			
<i>Staff: Fiscal Operations \$37.50 x 35% benefits x 6 hrs = \$79 (\$78.75 rounded to \$79)</i>			
<b>Contract Services</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Travel</b>	\$ 58.00	\$ 43.00	0-3 At Risk funding - Muscatine Community School District
<i>Muscatine County; 150 mi x \$0.67 (2024 IRS) = \$101 (\$100.50 rounded to \$101)</i>			
<b>Equipment</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Office Supplies</b>	\$ -	\$ -	
<i>insert narrative here</i>			
<b>Operational</b>			
<b>Staff Professional Development</b>	\$ 257.00	\$ 194.00	0-3 At Risk funding - Muscatine Community School District
<i>Prevent Child Abuse Iowa Conference Location: Des Moines 300 mi roundtrip \$0.67 x 300 = \$201</i>			
<i>Prevent Child Abuse Iowa Conference, Registration \$250</i>			
<b>Incentives</b>	\$ 153.00	\$ 116.00	0-3 At Risk funding -

Program supplies for Coordinated Intake enrollment bags (bottles, wipes, diapers, receiving blankets) \$269			Muscatine Community School District
subtotal	\$ 10,878.00	\$ 8,206.00	
Indirect Administration - Maximum allowed without a federally approved rate is 5%	\$ 544.00		
TOTAL	\$ 11,422.00	\$ 8,206.00	
<i>Jennifer Craft, M.Ed</i>			
Administrator signature		10/29/24	date

**FY2025 Contract For  
Early Care & Education Supportive Services**

**Between the  
DHLW Early Childhood Area  
And**

**West Liberty Community School District**



## **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. West Liberty Community School District, (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: 806 N Miller Street, West Liberty, IA. 52776.

## **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 term of this Contract shall be January 1, 2025 through June 30, 2025 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 bilingual family liaison and health associate services to Muscatine County children 0-5 years of age and their families.

## **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 one (1) presentation to the ECA Board during the contract period. Presentation date, time, and content will be determined by the ECA Director.
4. Provide one (1) Bilingual Family Liaison/Health Associate for families with preschool age children.
5. Support families to enroll in Head Start and Statewide Voluntary Preschool Program.
6. Provide assistance to families to navigate the early learning environment including policies (illness, absence), access to the online See-saw platform, and participation in home-school engagement activities such as home/school visits, family engagement events, and parent-teacher conferences.
7. Refer families to community based supports Including Vision To Learn and Mobile Health Clinic.
8. Provide translation and interpretation of necessary documents and parent information.

9. Support early childhood classroom staff to ensure children receive developmental screenings in the areas of vision, hearing, gross motor, fine motor, language/communication, social/emotional, and other developmental domains. Where indicated by developmental screening, children will be referred for additional evaluation and/or supportive services.
10. Review medical and immunization records to ensure program compliance with local, state, state, and federal rules.

**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. Budget adjustments are allowed at not more than 10% per line item without approval from the ECA Board. Requests for budget amendments over 10% per line item for the program/service must be submitted in writing to the ECA Director. Approval from the ECA Board is required prior to the expenditure of funds.
9. The Contractor agrees to submit regular progress reports to the ECA Board per the following schedule:

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

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

10. 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 using ASQ – 3, and ASQ – SE.
  - e. Number and percent of children who were screened and referred on for additional services or treatment.
  - f. Number of Spanish speaking families participating in parent education opportunities
  - g. Number of referrals to community based organizations (identify by each organization)
  - h. Number of complete health and immunization records

2. Target benchmarks
  - a. 103 children served
  - b. 100% of children will be screened for developmental delays
  - c. Complete 2 parent education sessions with 20 Spanish speaking families attending
  - d. 95% of health and immunization records will be complete

Quarterly reports shall follow the format designated by the ECA Director. 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 **\$8,262.50** for the Contract period. Budget line items shall be \$7,058 for direct staff salary and \$1,206.50 for direct staff benefits.

### **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 identify Medicaid eligible services as outlined in Section 5.0. Identified Medicaid services shall be billed to Medicaid first. If a Medicaid claim is denied, then the ECA Board shall pay the cost of the service.
3. 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 15<sup>th</sup> of the month.
4. Contractor shall provide the ECA Board with an Accounting of all funds utilized to support the program on a monthly basis.

5. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted electronically to the DHLW 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 Board fiscal designee 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 \$750,000 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 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 ECA Board**

1. The ECA Board 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 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 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 or 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 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.

#### **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, upon the date of this contract becoming effective.

**11.0 SUSPENSION AND DEBARMENT.** The Contractor certifies pursuant to 2 CFR Section 180 that neither it nor its principals 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 Contact 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.

**Contractor: West Liberty Community School District**

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

Date: \_\_\_\_\_

Name and Title: Kirk Ryan, Director

Federal Tax Identification Number: 42-6004037

**DHLW Early Childhood Area Board**

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

Date: \_\_\_\_\_

Name and Title: Unity Stevens, Board Chair

**Attachment A: Submitted JOT form approved by Muscatine ECI board on May 28, 2024**

<b>FY25 Early Childhood Iowa Muscatine County Contract Renewal Request</b>	
Project Name	Bilingual Health Associate
Organization	West Liberty CSD
Email address	<a href="mailto:kryan@wl.k12.ia.us">kryan@wl.k12.ia.us</a>
Address	806 N. Miller Street West Liberty, IA 52776
Contact Person Name/Title	Kirk Ryan/Director
Contact Person Phone	3196274243
Federal Tax ID #	42-6004037
ECIMC Funding Request for FY25 (\$)	16,525.00
Briefly describe your program and its expected impact on children ages 0-5 in Muscatine County.	At this time, we are a State Wide Voluntary Preschool (IQQPS) and Head Start (HPPS) certified early learning center. We recently passed our DHS inspection this year with flying colors. We know that Bilingual Family Liaisons help to maximize Bilingual and Immigrant parents' engagement in their children's school lives and help to promote a culture of partnership in wellness and learning when an asset-based approach is taken. This Bilingual Family Liaison and Health Associate works within and beyond the walls of West Liberty ELC to ensure families have access to wellness, that families complete the appropriate paperwork and tasks to qualify for Head Start and SWVPP. She also links families to outside resources and helps them navigate the learning environments.

Budget Narrative

The funds requested for this position are \$16,525.00, which is 50% of salary and 17% of benefits for the bilingual health associate.

The funds from this grant will be a supplement to a part-time salary already budgeted by the district. The budget items will be listed as follows:  
Salary: \$14,115.58

FICA: \$1,079.84  
IPERS: \$1,332.51

This is a per child cost of approximately \$160 based on anticipated enrollment for the 2024-25 school year.

Briefly describe how your program aligns with ECIMC's goals, priorities, and strategies outlined in the RFP instructions.

We know from implementation of this position over the course of the 12 years it has been in place that families, staff members, and community organizations rely on this position. This grant would pay for 50% of an existing school resource position. This proposal relates closely to learning happening because it helps ensure families complete the process for Head Start or CCRR for all-day preschool. It also relates to Children Safety because our Bilingual Family Liaison/Health Associate works with our resource navigator and Head Start Liaison with community reach-out to connect families to our programming.

Working with Head Start is a major part of what our Bilingual Family Liaison/Health Associate does, as half of our students and families receive Head Start services. They help ensure that all Head Start students are screened with the ASQ-3 and ASQ-SE. They also work with family to make sure that all students that need additional screening based on those screeners.

In the past this position has required an associate's degree. The person currently holding the position has their associate's degree. The person in this position is also required to attend health-related trainings, such as meds distribution and diabetes training, as well as hold their CDA to be better able to assist families in learning tasks.

Briefly describe how your program's approach aligns with work being done by other programs serving young children and

The primary activities for this position include the following: translating for parents around access to healthcare and learning needs, especially working in tandem with Head Start to help families access all-day preschool and complete necessary requirements, assistance connecting families to outside health/wellness/educational services (ex: vision to learn, mobile health clinics, library story times, work with families around wellness and attendance in preschool, assist families with virtual learning and/or communication, including See-saw, assist with Bilingual children with isolated or

their families in Muscatine County, including how you avoid duplication of services.

reoccurring health needs, assist the nurse in health requirements by communicating with Bilingual families, and partnering with the Director/Teachers/Nurse to provide parent education around wellness and academic topics in English and Spanish.) This service is not provided by another Muscatine County entity and is not already part of the services provided through Statewide Voluntary Preschool or Head Start.

Goals

Increased and expedited completion of Head Start and DHS/SWVPP requirements by Spanish Speaking families.

Increased usage of community/agency based health services by Spanish Speaking Families.

Increased attendance at school family engagement/education opportunities, especially those centered around physical and mental health.

Increased school-to-home engagement, including virtual connections such as Seesaw.

Decreased unexcused absences of Spanish Speaking Students.

Outputs  
(Actions)

The Director, School Office Manager, and Bilingual Parent Health Associate- Parent Liaison will work in tandem to reach out to possible preschool families to help in the registration process and Head Start application process, with the Bilingual Parent-Liaison focusing on high-need Spanish Speaking Families.

The Bilingual Health Associate/Parent Liaison will translate necessary documents and parent information pieces, especially those related to academic success and wellness.

The Bilingual Health Associate/Parent Liaison will work closely with the school nurse and outside agencies to connect with families around wellness options, including Vision To Learn, Mobile Health Clinic, Tanager Services, and others.

The Bilingual Health Associate/Parent Liaison will call all Spanish Speaking families when a Spanish speaking student is absent without a parent contact



to do a wellness check and offer phone numbers to health services if needed.

The Bilingual Health Associate/Parent Liaison will accompany the Director on home visits as appropriate.

Outcomes  
(Results)

- . Students will complete vision, hearing, height, and weight screenings and those will be on file.
- . Families will gain assistance through the Director, office manager, and Bilingual Health Associate/Parent Liaison to gain access to Head Start
- . Immunization and health records will be 95% accurate.
- . A minimum of 20 Spanish-Speaking families will attend at least 2 parent education opportunities per year.
- . Increased understanding around growth and development, mental health awareness, and overall wellness, especially women's health during motherhood.

Measurement  
Tools

Head Start and DHS Paperwork trail

Attendance sheets for parent events

Spreadsheet tracking families referred to outside agencies and information obtained in follow-up phone calls

Calendar documentation of home visits

[Pages from 400.pdf](#)

[WLCSD CertofIns ToEarlyChildhoodIAMusc 2023-2024Term EMC 6X21367 \(1\).pdf](#)

DateTime

2024-04-29 1:07 PM

Signature

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**FY2025 Contract For  
Imagination Library Program  
Between the  
DHLW Early Childhood Area  
And  
United Way of Muscatine**

## **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. United Way of Muscatine, (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: 615 Cedar St. Suite 200, Muscatine, IA. 52761.

## **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 term of this Contract shall be January 1, 2025 through June 30, 2025, 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 the Imagination Library (DPIL) program in Muscatine County.

## **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. Implement the DPIL program as an independent service provider. The duties of the independent service provider shall include, but are not limited to:
  - a. Promote the DPIL program as a resource for families with children 0-5 years of age. Enrollment forms will be made available to other early childhood partner agencies serving Muscatine county families.
  - b. Enter enrollment information in the DPIL enrollment system.
  - c. Mail age-appropriate books to children on a monthly basis, from the time of enrollment through their fifth birthday.
  - d. Implement the program at no cost to participating or enrolling families.
  - e. Measure the DPIL long term impact through the United Way of Muscatine database. The Contractor will ensure that a release of information is signed as needed by participating families.
  - f. Measure the DPIL short-term impact through parent surveys.

### **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 ECA BOARD Director will observe services of the Contractor and report to the ECA BOARD observations not noted in reports. The ECA BOARD 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 BOARD 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 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 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 BOARD 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. Budget adjustments are allowed at not more than 10% per line item without approval from the ECA BOARD. Requests for budget amendments over 10% per line item for the program/service must be submitted in writing to the ECA BOARD Director. Approval from the ECA BOARD is required prior to the expenditure of funds.
9. The Contractor agrees to submit regular progress reports to the ECA BOARD per the following schedule:

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

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

10. 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 Outcomes

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 quarterly reports shall include:
  - a. Amount and name of other funding resources used for the program
  - b. # of unduplicated children served
  - c. # of unduplicated families served
  - d. Cost per child
  - e. % of families that report an increase in reading to their child each day
  - f. % of families that report an increase in talking with their child about new words in stories
2. Target benchmarks shall include:
  - a. 1300 children served
  - b. 70% of families will increase reading to their child each day
  - c. 70% of families will increase talking with their child about new words in stories

Reports shall follow the format designated by the ECA BOARD Director. Reports shall include all data listed above and any other data that the ECA BOARD Director 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.**

## 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 **\$10,000\*** for the Contract period. Budget line items shall be 100% incentives, covering the cost of books only.

### A. 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 identify Medicaid eligible services as outlined in Section 5.0. Identified Medicaid services shall be billed to Medicaid first. If a Medicaid claim is denied, then the ECA BOARD shall pay the cost of the service.
3. 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, on or before the 15<sup>th</sup>, for services rendered and reimbursable costs incurred in the previous month.

4. Contractor shall provide the ECA BOARD with an Accounting of all funds utilized to support the program on a monthly basis.
5. All invoices/vouchers, request for payment, and requests for reimbursement shall be submitted electronically to the ECA BOARD Director.

#### **B. 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 BOARD fiscal designee 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 \$750,000 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 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**

1. The ECA BOARD 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 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 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 or 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 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.

## **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, upon the date of this contract becoming effective.

**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. 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 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.

**Contractor: United Way of Muscatine**

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

Name and Title: Shane Orr, President and CEO

Federal Tax Identification Number: 42-0761080

**DHLW Early Childhood Area**

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

Name and Title: Unity Stevens, Board Chair


**Re: Imagination Library Muscatine County**

---

**From** Shane Orr <shane@unitedwaymuscatine.org>

**Date** Thu 10/17/2024 12:20 PM

**To** TASHA BEGHTOL <tbeghtol@dhlw.org>

 1 attachment (15 KB)

Program RFP Budget Spreadsheet FY2025.xlsx;

Good afternoon!

Thanks for the follow-up! January 1st will work for us. Here is a copy of our application from last year. I've also attached our budget.

Thanks again for your help!

Shane

 **FY25 Early Childhood Iowa Muscatine County Contract  
Renewal Request**

Project Name	Imagination Library of Muscatine County
Organization	United Way of Muscatine
Email address	<a href="mailto:shane@unitedwaymuscatine.org">shane@unitedwaymuscatine.org</a>
Address	615 Cedar Street, Ste 200
Contact Person Name/Title	Shane J. Orr / President and CEO
Contact Person Phone	5632635963
Federal Tax ID #	42-0761080
ECIMC Funding Request for FY25 (\$)	10000
Briefly describe your program and its expected impact on children ages 0-5 in Muscatine County.	The purpose of Imagination Library of Muscatine County is to provide books to children 0-5 in order to increase literacy, and, in turn, kindergarten readiness. Parents who live in Muscatine County can enroll their child anytime from birth to their 5th birthday. Enrolled children receive a book mailed directly to their home every month until that 5th birthday. These books are age-

appropriate and are selected by a committee of the Dollywood Foundation, who administers the program nationally. Having these books in the home will increase Kindergarten Readiness through increased literacy as parents read to their children.

#### Budget Narrative

The only costs of the program are the cost of books through Dolly Parton's Imagination Library. This cost is \$25 per child per year. There are no staffing or other costs of the program, so all revenues go directly towards books for kids. United Way has invested \$10,000 in the program for the coming year, with roughly \$3,000 more coming from private donors and those who can afford to cover the cost of books for their own children. The program also received a grant from Muscatine Charities for \$7,000.

Briefly describe how your program aligns with ECIMC's goals, priorities, and strategies outlined in the RFP instructions.

This program aligns directly with the Literacy goals and strategies. Specifically, the program aligns with Goal C: To increase the percentage of children with Kindergarten readiness skills. According to our last survey, 70% of families receiving books reported an increase in reading to their children each day. 70% of families report an increase in talking to their children about new words in stories. 25% of families had less than 5 books in their homes before enrolling. All of these outcomes suggest that enrolled children will be better equipped to be kindergarten ready.

Briefly describe how your program's approach aligns with work being done by other programs serving young children and their families in Muscatine County, including how you avoid duplication of services.

This program is a great complement to other programming taking place throughout Muscatine County. We have heard from many service providers that these books are used when they provide direct service to their clients. For one example, HOPES program staff have used these books with new moms when demonstrating the importance of reading to children.

#### Goals

The program's goal is to increase children's Kindergarten Readiness skills through literacy access.

#### Outputs (Actions)

Over 1,300 children in Muscatine County receive books through Imagination Library.

100% of eligible children in families served by programs serving low-income or at-risk families will be enrolled to receive Imagination Library books.

Outcomes (Results)

Over 65% of children who were enrolled in Imagination Library will score as Kindergarten Ready according to their fall FAST score. For 2022-2023, these numbers were 57% for Muscatine County, but only 48% for children on free or reduced lunch.

Measurement Tools


Children registered to receive Imagination Library books will be tracked in our database with Willbridge and matched up with Muscatine County school district data. This will allow us to measure the program's impact long-term.

[Program RFP Budget Spreadsheet FY2025.xlsx](#)  
[UWM Certificate.pdf](#)

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