DENNIS CONARD, SHERIFF

Item 15 07-12-16

Thomas B. Gibbs Chief Deputy Sheriff

EMERGENCY 9-1-1 (563) 326-8625 (563) 326-8689 (Fax)

400 West 4th Street Davenport, Iowa 52801-1187

www.scottcountyiowa.com sheriff@scottcountyiowa.com

Date: July 12, 2016

Memo To: Board of Supervisors

From: Sheriff Conard

REF: Parenting Inside Out Contract

Attached is the annual Parenting Inside Out contract for fiscal year 2017. The Sheriff's Office acts as the contractor for this jail inmate program and the services are performed by staff from Family Resources. The grant award is \$74,364 with an in-kind match amount of \$16,570 by Family Resources. No actual dollars are expended by the Sheriff's Office for this grant.

I can make myself available for questions.

Thank you.



SCOTT COUNTY KIDS EARLY CHILDHOOD IOWA BOARD AND SCOTT COUNTY SHERIFF'S OFFICE FOR PARENTING INSIDE OUT SERVICES

1.0 IDENTITY OF PARTIES

- 1.1 The Scott County Kids Early Childhood Iowa Board (referred to in this document as "SCKECI") is the issuing agency for this contract. The address of the Scott County Kids Early Childhood Iowa Board is 600 W. 4th Street, 6th Floor, Davenport, Iowa 52801.
- **1.2** Scott County Sheriff's Office (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 Section 4. The address of the Contractor is:

400 W. 4th Street Davenport, Iowa 52801

2.0 DURATION OF CONTRACT

The term of this Contract shall be July 1, 2016, through June 30, 2017, unless terminated earlier in accordance with the Termination section of this Contract.

3.0 PURPOSE

The parties have entered into this Contract for the purpose of retaining the Contractor to obtain certification for providing the Parenting Inside Out services at the Scott County Jail.

4.0 SCOPE OF SERVICES

- **4.1** The Contractor shall provide Parenting Inside Out curriculum conducted by a staff person trained and qualified by the Children's Justice Alliance.
- **4.2** The Contractor shall provide child centered play, education and coaching to Scott County parents participating in the Parenting Inside Out Program.
- **4.3** The Contractor shall ensure all services provided and billed adhere to Tool FF (Exhibit B) requirements.
- **4.4** The Contractor shall promote this service to Scott County judges and other community members as appropriate.
- **4.5** The Contractor shall maintain a license from Children's Justice Alliance to provide Parenting Inside Out Services; both Community and Jail versions.
- **4.6** The Contractor shall purchase and maintain all curriculum and third party materials necessary to provide Parenting Inside Out services; both Community and Jail versions.
- **4.7** The Contractor shall ensure each adult participant will complete the Protective Factors Survey before and after participation in the parenting series to evaluate family function, social support, child development knowledge and nurturing /attachment behaviors.
- **4.8** The Contractor shall use the following approved tools to report on the required performance measures:

- **4.8.1** Short-term, in-home or group based parent education programs must use the Protective Factors Survey.
- 4.9 The objectives of the program are:
 - **4.9.1** Improve family functioning, problem solving and communication.
 - 4.9.2 Increase social support for families.
 - 4.9.3 Connect families to additional concrete supports.
 - 4.9.4 Increase knowledge about child development and parenting.
 - 4.9.5 Improve nurturing and attachment between parent and child.
- **4.10**The Contractor shall provide all of the state required performance measures listed in **Exhibit B**.
- **4.11** The Contractor shall maintain monitoring controls, procedures, activity logs, timesheets and case records as necessary to assure adequate and proper documentation of services provided to clients as well as data collection for outcomes measurement and reporting.
- **4.12**The Contractor shall carryout fiscal management functions according to generally accepted accounting principles.
- **4.13** The Contractor shall acknowledge and include Scott County Kids Early Childhood lowa as a sponsor and funding source in all promotional and written materials, reports, and public information. These activities must be reported as a component of the quarterly report, **Exhibit C**.
- 4.14 The Contractor shall provide four quarterly reports and a cumulative report at the end of the program period. The reports will include the information Exhibit B as well as program expenditures. <u>Report will be submitted to 600 W. 4th Street, 6th Floor, Davenport, Iowa 52801 or via email at <u>Diane.Martens@scottcountyiowa.com</u> on the following date:</u>

| <u>Quarter</u> | Reporting Period | Due Date | | | | |
|-------------------|-----------------------|------------------|--|--|--|--|
| 1 st | July-September 2016 | November 1, 2016 | | | | |
| 2 nd | October-December 2016 | February 1, 2017 | | | | |
| 3 rd | January-March 2017 | May 1, 2017 | | | | |
| 4 th | April-June 2017 | August 1, 2017 | | | | |
| Cumulative Report | 7/1/16-6/30/17 | August 1, 2017 | | | | |

5.0 COMPENSATION

- 5.1 The Contractor shall be paid for the services described in the Scope of Services section not to exceed \$74,364.00 for the Contract period (7/01/16-6/30/17). See budget Exhibit A.
- **5.2** These funds are state funds.
- **5.3** The Contractor shall submit, on a monthly basis, an invoice for services rendered in accordance with this Contract no later than 20 days after the end of the month in which services were rendered. The invoice shall comply with all applicable rules concerning payment of such claims.

| Month services were rendered | Invoice Due |
|------------------------------|--------------------|
| July 2016 | August 20, 2016 |
| August 2016 | September 20, 2016 |
| September 2016 | October 20, 2016 |
| October 2016 | November 20, 2016 |
| November 2016 | December 20, 2016 |
| December 2016 | January 20, 2017 |
| January 2017 | February 20, 2017 |
| February 2017 | March 20, 2017 |
| March 2017 | April 20, 2017 |
| April 2017 | May 20, 2017 |
| May 2017 | June 20, 2017 |
| June 2017 | July 20, 2017 |

- **5.4** In the event the Contractor submits two consecutive monthly invoices that when combined equal less than 16.6% of the total amount of the contract, and the Contractor's year-to-date spending is below the percentage of the contract year, the Contractor shall provide a corrective action plan. The corrective action plan shall detail the reason(s) for the reduced expenditures and address the lack of services and activities being provided during this contract period. The SCKECI Board will review and determine whether the corrective action plan is in accordance to our community plan and provides effective intensity to address the contract services and activities with appropriate timeframes. The Board will provide response which may include further program modifications, reduction of allocation and/or contract termination. Please refer to section 6.0 Default and Termination.
- **5.5** The Contractor shall submit claim vouchers for services provided to SCKECI with appropriate documentation as necessary to support all charges included on the claim voucher. Claims shall be submitted by the 20th of the following month to:

Scott County Kids Early Childhood Iowa 600 W. 4th Street, 6th Floor Davenport, Iowa 52801

- **5.6** The Contractor is responsible for maintaining internal records necessary to substantiate all information and costs reported to SCKECI in the final expenditure report. This documentation shall be available for review.
- **5.7** No more than 28% of the total allocation may be reimbursed in any quarter without prior approval from the Scott County Kids Early Childhood Iowa Coordinator.
- **5.8** All invoices must be received by the SCKECI office no later than July 20, 2017. Funds unexpended at the end of the Contract period will remain that of the Scott County Kids Early Childhood Iowa Board.
- **5.9** SCKECI may retain ten (10) percent of the contractor's payments if SCKECI determines that the Contractor is noncompliant with the Contract terms. SCKECI

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.

- **5.10** If the non-compliance is not substantially cured within the requisite time frames set out in the Default and Termination section, SCKECI may commence withholding 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 SCKECI may pursue other remedies available to it under this Contract. If, at any time, SCKECI determines that the Contractor has not met performance standards due to extenuating circumstances, for a reason beyond the control of the Contractor, SCKECI reserves the right to waive withholding Contractor's payments.
- **5.11** A 10% line item variance will be allowed, total not to exceed the amount of the contract.
- **5.12** The Contractor has estimated the cost of the project and will be held to the amounts stated in the approved budget (see **Exhibit A**). Any revisions and/or transfer of funds between line items or funding categories (i.e., professional non-direct personnel and professional direct personnel) in the approved budget exceeding 10% must be submitted for prior approval by the SCKECI Coordinator before May 1, 2017.

6.0 DEFAULT AND TERMINATION

6.1 Termination by Scott County Kids Early Childhood Iowa for Cause

- **6.1.1** The occurrence of any one or more of the following events shall constitute cause for SCKECI to declare the Contractor in default of its obligations under this Contract:
 - Failure to observe any condition or perform any obligation created by the Contract; or
 - Failure to make substantial and timely progress toward performance of the Contract; or
 - Failure of the Contractor's work product and services to conform with any specifications noted herein, or in the bid proposal, or RFP, if incorporated by reference.
- 6.1.2 Notice of Default by SCKECI: If there is a default event caused by the Contractor, SCKECI shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied immediately. If the breach or noncompliance continues to be evidenced ten (10) calendar days beyond the date of the written notice, SCKECI may do one or more of the following:
 - Immediately terminate the Contract without additional written notice; or,
 - Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
 - In addition to either of the above, SCKECI may seek damages and payment of reasonable attorney fees and costs as a result of the Contractor's breach or failure to comply with the terms of this Contract.

6.2 Termination upon Notice

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

termination date.

6.3 Termination by Scott County Kids Early Childhood Iowa Due to Lack of Funds or Change in Law

- **6.3.1** SCKECI shall have the right to terminate this Contract without penalty by giving thirty (30) calendar days written notice to the Contractor as a result of any of the following:
 - Adequate funds are not appropriated by the legislature to allow SCKECI to operate as required and to fulfill its obligations under this Contract; or
 - Funds are de-appropriated, not allocated, or if funds needed by SCKECI, at SCKECI's sole discretion, are insufficient for any reason; or
 - SCKECI's authorization to conduct business is withdrawn or there is a material alteration in the programs SCKECI administers; or
 - SCKECI's duties are substantially modified.
- **6.3.2** SCKECI will make reasonable efforts to secure funding in an effort to pay the Contractor under the terms of this Contract. If any appropriation to cover the costs of this Contract becomes available within thirty (30) calendar days subsequent to termination under this clause, SCKECI 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.
- **6.3.3** Remedies of the Contractor in the event of non-appropriation: 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 termination.
- **6.4 Immediate Termination By Scott County Kids Early Childhood Iowa**. The following will be cause for immediate termination of the Contract upon written notice by SCKECI:
 - **6.4.1** 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 will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - **6.4.2** SCKECI determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client or client's life, health or safety to be jeopardized;
 - 6.4.3 The Contractor fails to comply with confidentiality laws or provisions.
- **6.5 Delay or Impossibility of Performance** by either party shall not be considered to 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.
- **6.6 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, SCKECI may, at its option, terminate this Contract.

In the event SCKECI elects to terminate the Contract under this provision, it shall do so by sending written notice to the Contractor.

6.7 Upon Expiration or Termination of this Contract, the Contractor Shall:

- **6.7.1** Deliver to SCKECI within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to SCKECI;
- **6.7.2** Comply with SCKECI's instructions for the timely transfer of active files and work being performed by Contractor under this Contract to SCKECI;
- **6.7.3** Protect and preserve property in the possession of the Contractor in which SCKECI has an interest;
- **6.7.4** Stop work under this Contract on the date specified in any notice of termination provided by SCKECI;
- **6.7.5** Submit to SCKECI invoices substantiating all charges for work performed by Contractor prior to the effective date of expiration or termination;
- **6.7.6** Cooperate in good faith with SCKECI, its employees and agents during the transition period between the notification of termination and the substitution of any replacement Contractor.

7.0 INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold the State of Iowa and SCKECI, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, SCKECI or their officers, agents or employees related to or arising from:

- 7.1 Any violation of this Contract; or
- **7.2** Any negligent or intentional acts or omissions of the Contractor, its officers, owners, employees, agents, board members, contractors or subcontractors or any other person in connection with the goods or services provided under this Contract; or
- **7.3** Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this Contract; or
- 7.4 The Contractor's performance or attempted performance of this Contract; or
- **7.5** Any failure by the Contractor to comply with all local, state and federal laws and regulations.
- **7.6** Any failure by the Contractor to make all reports and any payments required to conduct business in the State of Iowa, including, but not limited to, Federal and State withholding; taxes; and other fees or costs required of the Contractor

8.0 INSURANCE

8.1 The Contractor, and any 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 own expense, insurance covering its work. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty days written notice to SCKECI.

Unless otherwise requested by the State, the Contractor shall, at its sole cost, obtain the insurance coverage(s) set forth below:

| Type of Insurance | Limit | Amount | | | | |
|---|-------------------------|-------------|--|--|--|--|
| General Liability | Per incident | \$1 million | | | | |
| Automobile Liability, including any auto, hired autos and non owned autos | Per incident | \$1 million | | | | |
| Workers' Compensation | As required by Iowa law | | | | | |
| Professional Liability Insurance | Per incident | \$500,000 | | | | |

- **8.2** All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or expiration of the policy.
- **8.3** The Contractor and any of its subcontractors performing work on this project shall submit certificates of insurance described above at the time of execution of this Contract. The receipt of such certificates does not constitute approval of the coverage contained on the certificates, and the Contractor remains responsible for determining that its insurance coverage meets each and every requirement of this Contract. Acceptance of the insurance certificates by SCKECI shall not act to relieve the Contractor of any obligation under this Contract.

9.0 CONTRACT ADMINISTRATION

- **9.1 Independent Contractor.** The status of the Contractor, and all subcontractors, shall be that of an independent contractor. SCKECI shall not provide the Contractor with office space, support staff, equipment or tools, or supervision beyond the terms of this Contract. The Contractor shall be responsible for payment of all taxes, fees and charges when due.
- **9.2 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 which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Contractor, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Contractor shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- **9.3 Compliance with Laws and Regulations**. The Contractor, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The Contractor, its 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 shall have and implement written policies and procedures that are in compliance with lowa law for reporting abuse of children and dependent adults and for maintaining the confidentiality of such information. The Contractor shall ensure that its employees, agents, and subcontractors comply with the provisions of this clause.

Tobacco Smoke Prohibited. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. 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 (other than clinics) 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 party.

The Service Provider certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 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. The Service Provider shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as **Exhibit D** and provide the original certification when it executes this Contract.

Suspension and Debarment. The Service Provider certifies pursuant to 2 CFR 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 Board or agency. The Service Provider shall execute the certification regarding debarment attached as **Exhibit E.**

Lobbying Restrictions.

The Service Provider 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. The Service Provider shall execute the certification regarding lobbying restrictions attached as **Exhibit F**.

- **9.4 Authorization**. Each party to this Contract represents and warrants to the other that:
 - **9.4.1** It has the right, power and authority to enter into and perform its obligations under this Contract.
 - **9.4.2** 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.
- **9.5 Successors in Interest**. All the terms, provisions, and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- **9.6 Cumulative Rights**. The various rights, powers, options, elections and remedies of either party provided in this Contract, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

- **9.7 Severability**. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- **9.8 Time is of the Essence**. Time is of the essence with respect to the performance of the terms of this Contract.
- **9.9 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.
- **9.10 Use of Third Parties.** SCKECI 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 SCKECI. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. SCKECI shall have the right to request the removal of a subcontractor from the Contract for good cause.
- **9.11 Third Party Beneficiaries**. There are no third party beneficiaries to the Contract. This Contract is intended only to benefit SCKECI and the Contractor.
- **9.12 Not a Joint Venture**. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services 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 activities and obligations.
- **9.13 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.
- **9.14 Solicitation**. The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- **9.15 Amendments**. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be fully executed by both parties.
- **9.16 Additional Provisions**. The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- **9.17 Confidentiality**. Contractor shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Contract. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data.

- **9.18 Records Retention and Access**. The Contractor shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to SCKECI throughout the term of this Contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five years, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of lowa 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 relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.
- **9.19 Express Warranties**. The Contractor expressly warrants, within the standards of care used within the industry, all aspects of the goods and services provided or used by it in the performance of this Contract.
- **9.20 Replacement of Contractor's Staff**. The Contractor will remove and replace personnel it assigns to perform services under this Contract if SCKECI has a reasonable objection based on performance and/or interpersonal relationship issues and is not requesting the removal for arbitrary reasons. In lieu of removing an individual about whom SCKECI has objections, the Contractor may reassign the individual to another role in performing the Contract, subject to the approval of SCKECI, which it will not withhold unreasonably.
- **9.21 Headings or Captions**. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- **9.22 Integration**. This Contract represents the entire Contract between the parties and neither party is relying on any representation that may have been made which is not included in this Contract.
- **9.23 Supersedes Former Contracts or Agreements**. This Contract supersedes all prior Contracts or Agreements between SCKECI and the Contractor for services and products provided in connection with this Contract.
- **9.24 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- **9.25 Waiver**. Except as specifically provided for in a waiver signed by duly authorized representatives of SCKECI and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- **9.26 Obligations Beyond Contract Term**. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of SCKECI and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- **9.27 Notices**. Notices under this Contract shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Contract shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested,

with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Agency: Scott County Kids Early Childhood Iowa 600 W. 4th Street, 6th Floor Davenport, Iowa 52801

If to Contractor:

Scott County Sheriff's OfficeAttn.:Sheriff Dennis Conard400 W. 4th Street

Davenport, Iowa 52801

10.0 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.

SCOTT COUNTY SHERIFF'S OFFICE

| Ву: | Date: |
|--|-------|
| Name: Dennis Conard | |
| Title: Sheriff | |
| Ву: | Date: |
| Name: Jim Hancock | |
| Title: Chairperson, Scott County Board of Supervisors | |
| Federal Tax Identification Number: 42 | |
| SCOTT COUNTY KIDS EARLY CHILDHOOD IOWA BOA | RD |
| Ву: | Date: |
| Name: Marc Engels | |
| Title: Chair, Scott County Kids Early Childhood Iowa Board | 1 |

Exhibit A: Budget

| Description | Tota | Total Cost | | Funds Requested | Other | Funding | In-Kind | | |
|----------------------------------|-----------|---------------|-----------|-----------------|-----------|----------|---------------|--|--|
| Total Salaries | <u>\$</u> | <u>43,572</u> | <u>\$</u> | <u>39,156</u> | <u>\$</u> | <u>0</u> | <u>4,416</u> | | |
| Prof. Non-Direct Staff | \$ | 2,184 | \$ | 2,184 | \$ | 0 | 0 | | |
| Prof. Direct Staff | \$ | 35,256 | \$ | 35,256 | \$ | 0 | 0 | | |
| Other Direct Staff | \$ | 0 | \$ | 0 | \$ | 0 | 0 | | |
| Clerical Staff | \$ | 1,716 | | 1,716 | \$ | 0 | 0 | | |
| Other Staff | \$ | 4,416 | | 0 | \$ | 0 | 4,416 | | |
| Total Benefits | <u>\$</u> | 6,642 | \$ | 5,941 | <u>\$</u> | 0 | 701 | | |
| Health Benefits | \$ | 4,349 | \$ | 3,890 | \$ | 0 | 459 | | |
| Retirement Plan | \$ | 845 | \$ | 756 | \$ | 0 | 89 | | |
| Other Benefits | \$ | 1,448 | \$ | 1,295 | \$ | 0 | 153 | | |
| Total Payroll Taxes | <u>\$</u> | <u>6,440</u> | <u>\$</u> | <u>5,787</u> | <u>\$</u> | <u>0</u> | <u>653</u> | | |
| FICA Expenses | \$ | 3,203 | | 2,878 | \$ | 0 | 325 | | |
| Unemployment | \$ | 1,891 | \$ | 1,699 | \$ | 0 | 192 | | |
| Workers Comp Ins | \$ | 1,346 | \$ | 1,210 | \$ | 0 | 136 | | |
| Total Contracted Services | <u>\$</u> | <u>0</u> | <u>\$</u> | <u>0</u> | <u>\$</u> | <u>0</u> | <u>0</u> | | |
| Auditing/Accounting | \$ | 0 | \$ | 0 | \$ | 0 | 0 | | |
| Food Service | \$ | 0 | \$ | 0 | \$ | 0 | 0 | | |
| Other Contracted Svcs. | \$ | 0 | \$ | 0 | \$ | 0 | 0 | | |
| Total Supplies | <u>\$</u> | <u>12,480</u> | <u>\$</u> | <u>12,480</u> | <u>\$</u> | 0 | <u>0</u> | | |
| Office Supplies | \$ | 2,480 | • | 2,480 | \$ | 0 | 0 | | |
| Food Supplies | \$ | 0 | • | 0 | \$ | 0 | 0 | | |
| Other Supplies | \$ | 10,000 | \$ | 10,000 | \$ | 0 | 0 | | |
| Total Occupancy Expenses | <u>\$</u> | <u>11,050</u> | \$ | <u>250</u> | <u>\$</u> | <u>0</u> | <u>10,800</u> | | |
| Rent/Lease Expense | \$ | 250 | \$ | 250 | \$ | 0 | 0 | | |
| Building & Grounds Supplies/Care | \$ | | \$ | 0 | \$ | 0 | 0 | | |
| Utilities | \$ | | \$ | 0 | \$ | 0 | 0 | | |
| Interest | \$ | - | \$ | 0 | \$ | 0 | 0 | | |
| Insurance & Property Taxes | \$ | 0 | * | 0 | \$ | 0 | 0 | | |
| Other Occupancy Expenses | \$ | 10,800 | \$ | 0 | \$ | 0 | 10,800 | | |
| Total Transportation | <u>\$</u> | <u>1,296</u> | <u>\$</u> | <u>1,296</u> | <u>\$</u> | <u>0</u> | <u>0</u> | | |
| Mileage & Auto Rental | \$ | | \$ | 1,296 | \$ | 0 | 0 | | |
| Agency Vehicle Expense | \$ | | \$ | 0 | \$ | 0 | 0 | | |
| Other Related Transportation | \$ | | \$ | 0 | \$ | 0 | 0 | | |
| Telephone | <u>\$</u> | | <u>\$</u> | <u>660</u> | <u>\$</u> | <u>0</u> | 0 | | |
| Postage and Shipping | <u>\$</u> | - | <u>\$</u> | 0 | <u>\$</u> | 0 | 0 | | |
| Outside Printing & Graphics | <u>\$</u> | - | <u>\$</u> | <u>0</u> | <u>\$</u> | 0 | 0 | | |
| Staff Development/Training | <u>\$</u> | 800 | <u> </u> | 800 | <u>\$</u> | 0 | 0 | | |
| Equipment | <u>\$</u> | <u>0</u> | - | <u>0</u> | <u>\$</u> | <u>0</u> | <u>0</u> 0 | | |
| <u>Other Expenses</u> | <u>\$</u> | <u>7,994</u> | | <u>7,994</u> | <u>\$</u> | <u>0</u> | | | |
| GRAND TOTALS | <u>\$</u> | <u>90,934</u> | \$ | 74,364 | \$ | <u>0</u> | <u>16,570</u> | | |

Total Salaries: The Prof Non-Direct Staff is calculated at 5% of our Director's salary at \$21.00/hr x 2 hrs/week x 52 weeks = \$2,184.

The Prof Direct Staff is calculated at \$16.95/hour x 40 hrs/week x 52 weeks = \$35,256. The Other Direct Staff: no funding requested.

Clerical Staff is calculated at \$17.16/hour x 2 hrs/week x 50 weeks = \$1,716.

In-kind for Sheriff dept. is calculated at \$23.00/hr x 16 hrs x 12 months = \$4,416.

Total Benefits and payroll taxes: All benefits and taxes are calculated as a percentage of salary: Family Resources pays approximately 70% of the premium cost of Health & Dental at an average cost of 9.93% of salaries: \$39,156 x 9.93% = \$3,890.

Family Resources pays 1% pension + 401(k) match up to 3% at an average cost of 1.93% of salaries: \$39,156 x 1.93% = \$756.

Family Resources pays Long-Term Disability, PTO, and Life Insurance at two times employee's annual salary at an average cost of 3.31% of salaries: \$39,156 x 3.31% = \$1,295.

- FICA Expenses are calculated at an average 7.35% of salary expense which is adjusted for "pretax" benefits: \$39,156 x 7.35% = \$2,878.
- Unemployment is calculated at Family Resources accrual rate of 4.34%: \$39,156 x 4.34% = \$1,699. Worker's Comp Ins is calculated at Family Resources accrual rate of 3.09%: \$39,156 x 3.09% = \$1,210. In-Kind for Sheriff dept is calculated at 4,416 x 30.66% = \$1,354.

Total Contracted Services: There are no contracted services within this program.

Total Supplies: Office Supplies include books, binders, paper, brochures, etc with an average cost of \$40/father participating x 62 fathers = \$2,480.

Other Supplies include incentives for fathers completing the program at \$250/father x 40 fathers = \$10,000.

Total Occupancy Expenses: Rent/Lease Expense includes 100 square feet of space at Family Resources @ \$2.50 per square foot/per year = \$250.

In-Kind expense for Scott County sheriff's dept. classroom utilization at \$900/month x 12 months = \$10,800.

Total Transportation: Mileage and Auto Rental includes 300 miles/month x 12 months x \$.36 per mile = \$1,296.

Telephone: Telephone includes the Prof Direct Staff cell phone reimbursement at \$25/month x 12 months = \$300 and a hot spot for the Prof Direct Staff's laptop at \$30/month x 12 months = \$360: \$300 + \$360 = \$660.

Postage and Shipping: No funding requested

Outside printing and graphing: No funding requested

Staff Development Training: Requesting \$800 for training for Professional Direct Staff in order to enhance the PIO Educators knowledge around parenting skill training. For example, sending the PIO Educator to training to be educated on a model that could assist fathers in interactions with children with mental health disorders would be an example of utilizing these funds.

Equipment: No funding requested

Other Expenses: Administrative and allocable operating expenses totaling 13% of direct expense \$61,491 x 13% = \$7,994.

Exhibit B: Tool FF Childhood Iowa School Ready Funds Family Support & Parent Education Tool FF

School Ready Allocation

lowa law includes requirements for the use of School Ready (SR) funds in order to enhance current efforts to provide family support services and parent education programs for families with children.

Legislation specifically states:

256I.9 SCHOOL READY CHILDREN GRANT PROGRAM.

1. The state board shall develop and promote a school ready children grant program which shall provide for all of the following components:

3. A school ready children grant shall, to the extent possible, be used to support programs that meet quality standards identified by the state board. At a minimum, a grant shall be used to provide all of the following:

b. (1) Family support services and parent education programs promoted to parents of children from zero through age five. Family support services shall include but are not limited to home visitation. Of the state funding that an area board designates for family support programs, at least sixty percent shall be committed to programs with a home visitation component.

(2) It is the intent of the general assembly that priority for home visitation program funding be given to programs using evidence-based or promising models for home visitation.

SF 2321 enrolled: 12. EARLY CHILDHOOD IOWA FUND — FAMILY SUPPORT AND PARENT EDUCATION

The amount appropriated in this subsection shall be used for family support services and parent education programs targeted to families expecting a child or with newborn and infant children through age five and shall be distributed using the distribution formula approved by the early childhood lowa state board and shall be used by an early childhood lowa area board only for family support services and parent education programs targeted to families expecting a child or with newborn and infant children through age five.

Definitions:

"Evidence-based program" means a program that is based on scientific evidence demonstrating that the program model is effective. An evidence-based program shall be reviewed onsite and compared to program model standards by the model developer or the developer's designee at least every five years to ensure that the program continues to maintain fidelity with the program model. The program model shall have had demonstrated significant and sustained positive outcomes in an evaluation utilizing a well-designed and rigorous randomized controlled research design or a quasi-experimental research design, and the evaluation results shall have been published in a peer-reviewed journal.

"Family support programs" includes group-based parent education or home visiting programs that are designed to strengthen protective factors, including parenting skills, increasing parental knowledge of child development, and increasing family functioning and problem solving skills. A family support program may be used as an early intervention strategy to improve birth outcomes, parental knowledge, family economic success, the home learning environment, family and child involvement with others, and coordination with other community resources. A family support program may have a specific focus on preventing child maltreatment or ensuring children are safe, healthy, and ready to succeed in school.

"Home visitation" is a strategy to deliver family support or parent education services. A home visit is a face-to-face visit with a family in their home, or other alternate location, to facilitate meeting the family's goals. Temporary use of an alternate location may happen when meeting in the family home presents safety concerns for the worker or the family or on rare occasions to facilitate meeting the program's outcomes such as medical appointments or school staffing. Home Visits are calculated based on the number of times you meet with the family. They are NOT multiplied by the number of children present.

A "home visitation component" is defined as a family support service that uses home visitation as the primary method for service delivery. Home visits are provided at regular intervals throughout the entire fiscal year and meets the definition of home visitation provided in this guidance.

"Parent education" programs implement organized and planned meetings designed to support parents' efforts to enhance their children's health and development.

Parent education programs have the following characteristics:

- Provides parents' with information, skills, support systems and confidence in their parental role in order to support, nurture and promote children's health and development;
- Strengthens positive relationships between parent and children;
- Builds on parents' strengths and utilizes their experiences, ideas and knowledge;
- Provides information that meets the needs of parents for specific content and shared in a manner that is responsive to parents' learning style, education and culture.

NOTE: Parent education may be provided in a group setting or one on one in a family's home or alternate location. Refer to the definition of home visitation for additional information about the use of an alternate location. Parent education is limited in scope and duration, lasting a minimum of six weeks and utilizes standardized curricula. One day, stand alone events such as a child fair, are not eligible for funding with this funding stream.

"Promising program" means a program that meets all of the following requirements:

(a) The program conforms to a clear, consistent family support model that has been in existence for at least three years.

(b) The program is grounded in relevant empirically-based knowledge.

(c) The program is linked to program-determined outcomes.

(d) The program is associated with a national or state organization that either has comprehensive program standards that ensure high-quality service delivery and continuous program quality improvement or the program model has demonstrated through the program's benchmark outcomes that the program has achieved significant positive outcomes equivalent to those achieved by program models with published significant and sustained results in a peer-reviewed journal.

(e) The program has been awarded the Iowa family support credential and has been reviewed onsite at least every five years to ensure the program's adherence to the Iowa family support standards approved by the early childhood Iowa state board created in section 2561.3 or a comparable set of standards. The onsite review is completed by an independent review team that is not associated with the program or the organization administering the program.

Outcomes of Family Support and Parent Education:

Family Support and Parent Education services promote the following outcomes:

- 1. Improve family functioning, problem solving and communication
- 2. Increase social support for families
- 3. Connect families to additional concrete supports

- 4. Increase knowledge about child development and parenting
- 5. Improve nurturing and attachment between parent and child

Types of Family Support Programs:

Family support programs are classified into four categories:

- Intensive Home Visitation program is designed to provide weekly or more frequent, home
 visits to participating families. Services are designed to be provided over a period of at least one
 year or longer.
- Long-term Home Visitation program is designed to provide at least a monthly home visit to participating families. Services are designed to be provided over a period of one year or longer.
- Short-term Home Visitation program is designed to provide services to participating families for less than one year. Typically short-term home visitation programs have a singular focus which may include assessment to determine referrals to long-term or intensive home visitation programs.
- Group-based parent education program is designed to provide a standardized curricula in a
 group setting. A core function of a group-based parent education program is to facilitate peer
 support. Group-based parent education may last a minimum of six sessions or be provided
 through-out the year.

Required Timelines:

<u>Staffing Requirement</u>: Effective January 1, 2013, the state board requires criminal and child abuse record checks be completed for all direct service workers and supervisors of family support programs funded through the early childhood lowa initiative.

<u>Electronic Data Collection</u>: All family support programs funded through the ECI area board are required to participate in the state administered internet-based data collection system, REDCap beginning July 1, 2013.

<u>Coordinated Intake</u>: Early Childhood Iowa Area boards shall require all family support programs in their community to participate in the implementation of a coordinated intake process by July 1, 2015. The purpose of the coordinated intake process is to ensure:

- Families are matched with the most appropriate service available
- Eliminates duplication
- Maximizes referrals
- Ensures coordination

<u>Evidence-based/Promising Practice Priority</u>: In order to implement the legislative intent stated in sections 135.106 and 256I.9, that priority for home visitation program funding be given to programs using evidenced-based or promising models for home visitation, it is the intent of the general assembly to phase-in the funding priority as follows:

- 1) By July 1, 2013, 25 percent of state funds expended for home visiting programs are for evidence based or promising program models.
- 2) (2) By July 1, 2014, 50 percent of state funds expended for home visiting programs are for evidenced-based or promising program models.
- 3) (3) By July 1, 2015, 75 percent of state funds expended for home visiting programs are for evidence based or promising program models.
- 4) (4) By July 1, 2016, 90 percent of state funds expended for home visiting programs are for evidence-based or promising program models. The remaining 10 percent of funds may be used

for innovative program models that do not yet meet the definition of evidence-based or promising programs.

Each ECI area will be required to meet the July 1, 2016 target as defined above. The ECI Office will review each budget to ensure that the ECI area is planning and working toward meeting the respective targets. The ECI Office will then confirm that the targets are met during their review of each ECI Area's annual report.

Use of Funds for Family Support and Parent Education:

The school ready funds designated for family support services and parent education programs must be used to directly support individuals who function in the role of parents.

Early Childhood Iowa Area boards shall fund programs that adhere to the Iowa Family Support Standards or comparable state or national standards in order to make the best investment possible with public funds.

Sixty percent of state funds that the local board expends on family support programming must include a home visitation component. The state Early Childhood Iowa board does allow for a waiver process for local boards that can demonstrate a conflict between meeting the 60% standard and their community plan.

Budgets must include adequate information to document if the program has a home visitation component.

Include costs associated with program operations in total program costs. Examples are:

- Training
- Supervision
- Supplies
- Data Collection and Documentation (may include mobile data collection device and data plans)
- Program Promotion and Outreach
- Service Brokering and Coordination

Eligibility Criteria:

75% of the families enrolling in a long-term or intensive home visitation program during the course of the fiscal year must meet one of the following criteria in addition to having a child between the ages of 0 through 5:

- Have an income at or below 200% of the federal poverty level
- Have a parent that has achieved a high school diploma or less education
- Have a child that has a current Iowa Family Service Plan (IFSP) or Individualized Educational Plan (IEP)

There is no eligibility criteria (other than having a child that is age eligible) for families enrolling in a group-based parent education program or a short-term home visitation program.

Income or educational eligibility may be self-declared at enrollment by the enrolling parent(s.) Verification of income or education is not necessary.

75% is calculated by each long-term and intensive home visitation program funded by the ECI Area board. Each program must meet the eligibility criteria for 75% of the families newly enrolled each fiscal year.

Families that are deemed eligible for the services because of a current IFSP or IEP must sign a release of information with the family support program so they may coordinate services with the Area Education Association (AEA.)

An IEP or IFSP refers to enrollment in Part B or Part C of the Individuals with Disabilities Education Act (IDEA.)

Accountability System:

School Ready Budget Form

 Document projected expenditures on the SR budget forms to support family support services and parent education programs for families with children prenatal – 5 years.

ECIA Annual Report - Performance Measures School Ready Funds

- Document through input, output, quality/efficiency and outcome data at a minimum the required performance measures of family support services and parent education programs.
- Beginning with the 2012 Annual Report, long-term and intensive home visiting programs will also be required to report the percentage of families enrolled each fiscal year that meet the eligibility criteria.
- Report all program funding sources and data to correspond with the total funding reported.

All funds used to financially support a family support or parent education program have state required performance measures. Failure to report annually the state required performance measures, or comply with the guidance provided in Tool FF may jeopardize the Early Childhood Iowa Area's continued designation and may trigger the Early Childhood Iowa State Board to enact the Expenditures and Reporting Policy.

Required Assessment Tools - All programs shall use the following approved tool to report on the required performance measures:

- Long-term and intensive, in-home, family support services must use the modified Life Skills Progression Instrument.
- Short term, in-home or group-based parent education programs must use the Protective Factors Survey.

Contractual Agreements with Programs:

The Early Childhood Area local board will determine the contractual agreements at a local level with program providers. They may also require additional local performance measures to be reported. ECIA's are strongly encouraged to include in their contracts with program providers the performance measures to be reported and required compliance with Tool FF.

Technical Assistance Contact:

Contact: Janet Horras Iowa Department of Public Health 515-954-0647 Janet.Horras@idph.iowa.gov

OR

Debra Scrowther lowa Department of Management 515-281-4537 <u>Debra.Scowther@iowa.gov</u>

Adopted by ECI State Board November 2, 2012 Clarification 5/20/14

Exhibit C:

| | Results Acc | countability | | | | | | | | | | | |
|---|-------------------------|------------------------------|-----------|-----------|----------|-----------|----------|------------|----------|-------------------|---------|-----------------|----|
| Scott Co | unty Kid | s Early (| Child | nood I | owa | FY16 | | | | | | | |
| Strategy/F | rogram: PIC |) (Parentin | g Inside | Out) | | | | | | | | | |
| Agency: Scott County Sheriff's Office | Tot | Total Allocated: \$75,987.00 | | | | | | | | | | | |
| Funding Source: School Ready - Family Support | Act | tual Spent: | \$ | | | | | | | | | | |
| State Result Area: Safe and Nurturing Families. | SCI | KECI Priorit | y: Increa | se positi | ve relat | ionships | betwee | en childre | en and p | arents. | | | |
| Description: Evidenced based program for incarcerated fathers, support s | ervices for pe | rson caring | or child(| ren). A P | IO prog | ram consi | sts of 1 | 0 classes | held in | 5 weeks; 2 | classes | per weel | κ. |
| | | | | | | | | | | | | | |
| Performance Measure | FY16 Yr En Projected | d 1st | Qtr | 2nd | Qtr | 3rd | Qtr | 4th | Qtr | Cumula Year to | | % of Y Proje | |
| 1 # of fathers participating in program | 66 | | | | | | | | | | | | |
| 2 # of fathers completing program : | 50 | | | | | | | | | | | | |
| 3 # of children 0-5 of participating fathers: | 134 | | | | | | | | | | | | |
| 4 # of individual meetings with participating fathers: | 268 | | | | | | | | | 0 | | | |
| 5 # of class provided: | 80 | | | | | | | | | 0 | | | |
| 6 Average attendance at class: | 6 | | | | | | | | | | | | |
| 7 # of community referrals: | 201 | | | | | | | | | | | | |
| Recidivism rate at six months of release for completing 8 participants/general released population | separate sh | leet | | | | | | | | | | | |
| 9 Cost per father served: (75,987/66 fathers) | 1151.32 | | | | | | | | | #VALUE! | | | |
| 10 Cost per class provided (75,987/80 classes): | 949.84 | | | | | | | | | #VALUE! | | | |



Scott County Kids Public Awareness & Promotion Inventory Form

As stated in your contract with Scott County Kids ("The Contractor will acknowledge and include Scott County Kids Early Childhood Iowa as a sponsor and funding source in all promotional and written materials, reports, and public information") you are required to publicize and recognize Scott County Kids as a funding source for your organization.

Please provide Scott County Kids with information as to how your organization informed the community of the implementation of this contract with credit given to Scott County Kids for their funding. The results of public awareness and promotion efforts should also be noted. Artifacts that may be submitted with this form include, but are not limited to:

- ✓ Brochures (include quantity distributed and where they were distributed to)
- ✓ Dedication materials
- ✓ Newspaper articles
- ✓ News releases
- ✓ Newsletters
- ✓ Photos
- ✓ Photos of plaques/signs displayed at project site
- ✓ Records of phone calls, emails, mailings regarding promotions

- ✓ Records of specific businesses targeted
- Records of events were advertising materials were distributed (include what materials were used)
- Website printouts (printouts of frames or windows that show promotion, include timeframe of promotion on website)

Label all artifacts with the name of the organization and contract name. Please complete by typing in required fields, printing, and returning this form with all required materials to: Scott County Kids c/o Diane Martens 600 W. 4th Street, 6th floor Davenport, IA 52801

Contract Name: Organization: Address: Contact Person: Amount \$ Contracted: Description of Publicity:

Exhibit D

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

Vendors must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, 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. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. 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 (other than clinics) where WIC coupons are redeemed.

The **Vendor** further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature:

Title: Dennis Conard

Organization: SCOTT COUNTY SHERIFF'S OFFICE

6-21-16 Date:

<u>Exhibit E</u>

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Contract, the Service Provider is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The Service Provider shall provide immediate written notice to the person to whom this Contract is submitted if at any time the Service Provider learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, contract, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.

4. The Service Provider agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board with which this transaction originated.

5. The Service Provider further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The Service Provider certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this Contract.

(Signature

(Date)

Dennis Conard, Sheriff SCOTT COUNTY SHERIFF'S OFFICE

Exhibit F

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

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

C. The Service Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Cruel Signature;

Title: Sheriff

Organization: SCOTT COUNTY SHERIFF'S OFFICE

By: Dennis Conard

Date: 6.21.16

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

July 14, 2016

APPROVAL OF THE Parenting Inside Out contract for the Sheriff's Office in the amount of \$74,364.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Parenting Inside Out contract with Scott County Kids and the Sheriff's Office is hereby approved as presented.
- Section 2. That the chairman is hereby authorized to sign said contract.
- Section 3. This resolution shall take effect immediately.