

# STANDARD CONTRACT CONDITIONS & ASSURANCES

## For the Alabama Department of Early Childhood Education

### 2016-2017 FIRST TEACHER GRANT

The sub grantee understands and agrees that a grant received shall be subject to and incorporate the following assurances and conditions of the State of Alabama, Department of Early Childhood Education (DECE).

#### 1. FEDERAL/STATE LAWS, RULES AND REGULATIONS

The sub grantee shall comply with all state rules and regulations appropriately, applicable and binding as may be published in an official and legal manner. Sub grantee agrees to be in compliance with the provisions included in the *Americans with Disabilities Act of 2008 (P.L.110-325.)*

#### 2. PROJECT STIPULATIONS

- A. The project period for the home visiting program is October 1, 2016 through September 30, 2017.
- B. The sub grantee will adhere to all stipulations outlined below and in the award letter or be evaluated for possible termination of funding.
  - 1) The sub grantees agrees to start providing services to families no later than October 1, 2016. Failure to provide documentation of this may result in a funding decrease.
  - 2) The grant award will be processed in three (3) payments, upon receipt of all requested information and materials to the DECE. The sub grantee will receive 50% of the award in the first check and 25% of the award in each of the two (2) subsequent checks.
  - 3) The sub grantee must have a completed entry ASQ-3 Questionnaire on all children within 30 days of enrollment as well as an exit ASQ-3 Questionnaire when the program ends if the sub grantee chooses to use a model that does not provide home visits for the entire year.
  - 4) The sub grantee is responsible for maintaining fidelity to and remaining an affiliate of or in good standing with the national home visiting model being utilized. The sub grantee should have processes in place to monitor model fidelity and compliance.
  - 5) The sub grantee must maintain qualified staff necessary to implement the home visiting model(s) chosen. Any new staff should be hired and trained within 60 days of the start of the fiscal year. If new staff members leave their positions voluntarily within three (3) months of completing the model training, the staff member(s) may be responsible for reimbursing the sub grantee for the cost of the

training, including travel expenses. Decisions regarding this will be made jointly by DECE and the sub grantee on a case by case basis.

- 6) The sub grantee must notify DECE of any staffing changes.
- 7) The sub grantee must participate in meetings, trainings, workshops, conferences, webinars and conference calls as directed by DECE.
- 8) The sub grantee must follow state bid laws for purchase of any equipment or supplies with a value of \$15,000 or more. All such equipment remains the property of the State of Alabama, DECE. The sub grantee must maintain an inventory of such property and take reasonable measures to safeguard equipment purchased.
- 9) Family participation in the home visiting program must be on a voluntary basis. The sub grantee must obtain written informed consent from the participant acknowledging that program participation is voluntary.
- 10) The sub grantee may not use these grant funds to supplant existing programs.
- 11) The sub grantee will participate in all Continuous Quality Improvement (CQI) efforts and maintain a local plan if required by DECE.
- 12) The sub grantee must enter all information required by the model developer into the specified database within ten (10) calendar days.
- 13) Any subcontracts must be approved by the DECE prior to execution.
- 14) The purchase of promotional materials is not allowed.
- 15) The sub grantee must have current individual home visiting program policies and procedures including specific travel guidelines for both in state and out of state travel. The travel reimbursement amounts should not exceed the federal allowable rates. The sub grantee's policies and procedures must also include orientation and training for new staff members.
- 16) The sub grantee should have a local home visiting advisory council that meets at least twice annually.
- 17) The sub grantee will submit an expenditure budget form for each month due 30 days after the month's end. For example, October's expenditure budget form will be due to DECE on December 1<sup>st</sup>.
- 18) The sub grantee will maintain all back up financial documentation on site and it must be available upon request by DECE. Backup documentation will be reviewed by DECE staff during an annual site visit.
- 19) The sub grantee must maintain 85% enrollment of its predetermined capacity to continue receiving funding. Funds may be adjusted if required enrollment is not met and maintained.

20) All professional development must be applicable to the staff member's role and responsibilities covered by this grant.

21) Sub grantee agrees that all non-consumable items purchased with these grant funds as well as family information, and data, are property of the DECE.

C. All DECE funds must be spent by September 30, 2017 or funds must be returned to the DECE.

### **3. PROJECT FUNDING**

Funding for a salary, either full or partial, assumes the entire time paid by the DECE will be spent working on the home visiting project.

Funding for the project will be contingent upon receipt by DECE of state funds for that purpose. Future funding and funding of additional years is also contingent upon receipt of state funds and project outcomes.

Funds will not be expended for social entertainment activities, awards or other activities for which state funds could not be approved unless they are specified by the home visiting model chosen. Funds will be expended only for those items listed in the approved budget.

### **4. CONTRACT ADJUSTMENTS**

The sub grantee must obtain written approval from the DECE prior to implementation for: (1) any program modifications not included in approved grant (2) budget changes of 10% and above in the personnel category (3) budget changes that involve a variance of more than 10% within other approved categories, and (4) budget changes involving a budget category, that was not originally approved.

### **5. CONFIDENTIALITY AND MAINTENANCE AND RETENTION OF RECORDS**

The sub grantee is expected to follow all rules regarding privacy protection under the Health Information Portability and Accountability Act (HIPAA) and the Family Educational Rights and Responsibilities Act (FERPA), when applicable.

All sub grantee records, including books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records must be kept in a locked location and they must be retained for three (3) years following the final financial report.

Additionally, with written permission from the families, information regarding the services provided to families may be shared with other organizations or agencies as requested by the DECE in order to provide a continuum of home visiting services.

### **6. INSPECTION AND AUDIT**

The DECE or any duly authorized state representative of DECE shall have access, for the purpose of audit and examination, to any financial books, documents, papers, and records of

the sub grantee and to relevant financial books and records of sub grantees as provided by appropriate rules and regulations.

**7. TERMINATION OF AID**

This grant may be terminated or fund payments discontinued by DECE where it finds a substantial failure to comply with the provisions of these assurances or any applicable rules and regulations. Providing false information on grant applications or any document necessary to administer the grant is grounds for immediate termination of aid.

For any and all disputes arising under the terms of this contact, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's office of Administrative Hearings or where appropriate, private mediators.

Neither party shall have the right to assign or transfer its rights or obligations under this agreement without the written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

FEIN: \_\_\_\_\_