

**FAMILY CHILD CARE HOME REGIONAL SYSTEM
CONTRACT WITH
STARTING POINT**

This contract made and entered into on this _____ day of _____, 2011 by and between the County of Cuyahoga, Ohio (the County), on behalf of the Office of Early Childhood ("OEC") and STARTING POINT, a corporation not-for-profit, with principal offices located at 4600 Euclid Avenue, Suite 500 Cleveland, Ohio 44103, (the "PROVIDER").

1. **SCOPE OF WORK/PROVIDER DELIVERABLES:** Subject to the terms and conditions set forth in this contract, and the attached EXHIBITS (Such EXHIBITS are deemed to be a part of this contract as fully as if set forth herein), the COUNTY agrees to purchase and the PROVIDER agrees to administer, manage, and ensure quality assurance of the Family Child Care Home Regional System in Cuyahoga County, of the Office of Early Childhood, according to conditions set forth in EXHIBIT I.
2. **CONTRACT PERIOD AND AMOUNT:** This contract is effective for the period January 1, 2011 through December 31, 2011. The contract in the aggregate, shall not exceed \$2,038,762. The cost for each major function of work is set forth in EXHIBIT II.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of public and private funds designated for this program. The PROVIDER warrants that any cost incurred pursuant to this contract will not be allowable or included as a cost of any other financed program.
4. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 1 hereof, the PROVIDER will be paid according to the criteria listed in EXHIBIT II.
5. **ELIGIBILITY FOR SERVICES:** Eligibility for service(s) provided through this contract shall be determined by the PROVIDER. All services provided under the terms of this contract will be billed to the Office of Early Childhood for reimbursement.
6. **PAYMENT FOR PURCHASED SERVICES:** The PROVIDER will submit invoices on a monthly basis for actual charges and expenditures incurred the prior month with accompanying support documentation to OEC up to the not to exceed amounts specified in Article 2. OEC will review such invoices for completeness, correctness and appropriateness of support documentation before making payment within thirty (30) calendar days after receipt of an accurate invoice. All invoices should be mailed to:

The Office of Early Childhood
Attn: Helen McCoy
310 W. Lakeside Avenue – Suite 565
Cleveland, OH 44113

7. **DUPLICATE BILLING:** The PROVIDER warrants that claims made to OEC for payment of purchased services shall be for actual services rendered to or on behalf of eligible individuals and do not duplicate claims made by the PROVIDER and do not supplant other sources of public and private grant funds for the same services.
8. **EVALUATION:** The effectiveness of the PROVIDER's services shall be measured by the achievement of the expected outcomes specified in the contract, particularly Article 1. Failure to achieve performance goals may result in the termination of this Agreement.
9. **MONITORING AND EVALUATION:** OEC and the PROVIDER will monitor the manner in which the terms of the agreement are being carried out. Objectives should be set and level of compliance monitored in order to evaluate the extent to which program objectives contained in the agreement are being achieved. The PROVIDER agrees to provide OEC with reports relative to the effective operation of the program (when applicable).
10. **SUBCONTRACT AUTHORITY:** Nothing in this document shall preclude the PROVIDER from entering into approved subcontract agreements with other agencies.
11. **SUBCONTRACTING:** All subcontracting agencies are subject to the same terms, conditions, and covenants contained herein. No such subcontracted work shall in any case release the PROVIDER of its liability under this contract.
12. **FINANCIAL RECORDS:** The PROVIDER shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state or department personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit if required by Article 25 of this contract.
13. **AVAILABILITY AND RETENTION OF RECORDS:** The PROVIDER shall maintain and preserve all records related to this agreement and the administration of the program for a period of three (3) years. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the Provider shall retain the records

until completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

14. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The PROVIDER agrees to accept responsibility for receiving, replying to or complying with any audit exception by appropriate federal and state audit directly related to the provisions of the provider contract. The PROVIDER agrees to pay the COUNTY for all amounts due as a result of audit exceptions through this contract.
15. **SAFEGUARDING OF CLIENT INFORMATION:** The PROVIDER agrees that the use or disclosure by any party of any information concerning public assistance recipients for any purpose not directly related with administration of this program by OEC or the PROVIDER's responsibilities with respect to purchased services is prohibited except upon the written consent of the public assistance recipients.
16. **CIVIL RIGHTS AND HANDICAPPED:** OEC and the PROVIDER agree that as a condition of this contract, there shall not be discrimination against any participant or any other employee because of race, color, sex, religion, national origin, age, sexual preference, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. It is further agreed that the PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights Commission and termination of this contract.
17. **INDEMNIFICATION:** The PROVIDER agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, for or on account of any injuries or damages received or sustained by a party or parties from any act of PROVIDER, its servants or agents that arise out of the performance of the service contemplated by this contract.
18. **INSURANCE:** The PROVIDER SHALL BE INSURED OR contract for such insurance as is reasonably necessary to adequately secure the persons against reasonable foreseeable torts, which would cause injury or death.
19. **VIOLATION OR BREACH OF CONTRACT:** This contract is subject to administrative, contractual or legal remedies for violation or breach of contract terms caused by the PROVIDER.
20. **TERMINATION:** Upon thirty (30)-calendar days written notice to the other party, either party may terminate this agreement. OEC and the PROVIDER

shall agree on a reasonable phase out of the program as a condition of the termination.

21. **APPLICABILITY OF CONDITIONS:** Both parties to this agreement shall comply with those rules set forth in the Ohio Administrative Code (OAC) as they relate to the operation of activities under the Child Care Program.

22. **GRIEVANCE PROCEDURES:** The PROVIDER will notify OEC in writing of all grievances initiated by subcontractors or participants, which involve the services provided through this contract. The PROVIDER shall submit any pertinent facts or resolution of the grievances. The notification should be sent to:

The Office of Early Childhood
Attn: Rebekah Dorman
310 W. Lakeside Avenue – Suite 565
Cleveland, OH 44113

23. **AMENDMENT OF CONTRACT:** This agreement may be amended at any time upon the agreement of both parties with the addition of an amendment signed by both parties.

24. **PUBLICITY:** In any publicity release or other public reference including a media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is part of and funded by the COUNTY and the Office of Early Childhood for the Invest in Children Program. The PROVIDER is also responsible for providing a copy of the above to OEC at the time of the release.

25. **PROGRAMMATIC & FISCAL AUDIT RESPONSIBILITIES:** The PROVIDER shall submit any reporting, auditing, monitoring or quality assurance requests made in writing to the PROVIDER by OEC during the contract period. The PROVIDER also agrees to, if required by the Director of OEC on the basis of evidence of misuse or improper account of funds, to conduct an independent audit of expenditures and make copies of the audit available to OEC. Failure to provide such information shall be reason to suspend payments to the PROVIDER until any and all questions or irregularities are resolved. The PROVIDER shall submit to OEC a final report not more than 60 days after the end of the funding cycle containing a complete financial reconciliation and a full program evaluation of activities during the contract period. The PROVIDER shall also submit to OEC, an Annual Compliance Audit conducted by an independent CPA individual or firm in compliance with Federal OMB Circular A-133 if the expense is over \$300,000.00 or Government Auditing Standards and Statement on Auditing Standards No. 74 if under \$300,000.00.

26. **LAW:** This Agreement is subject to and will be interpreted in accordance with all applicable Federal, State and Local laws.
27. **MAINTENANCE OF SERVICES:** The PROVIDER certifies that the services being reimbursed are not available from the PROVIDER on a non-reimbursable basis or for less than the unit cost. The PROVIDER certifies that the level of service existing prior to the contract shall be maintained.
28. By entering into this Contract I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronics means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER have entered into this agreement as of the day and year first written above.

BY:
STARTING POINT



BY:
COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

EXHIBIT I

Program Title: Family Child Care Home Regional System

Agency: Starting Point

Time Period: January 1, 2011 through December 31, 2011

Amount Requested: \$2,038,762

The Family Child Care Home (FCCH) Regional System, known as *Care for Kids*, was created in 1997 as a direct response to the passage of Ohio Works First program, which increased the demand for child care slots as more parents entered the labor force. In addition to increasing the capacity of care available through family child care homes, resources were provided to focus on the quality of family child care, which is defined as supporting an optimal learning environment for all children. Thus the Family Child Care Home Regional System's primary goals are to: 1) increase access to care; and 2) improve the quality of care provided.

Starting Point, as the Child Care Resource and Referral Agency for Cuyahoga County is designated as the System Coordinator for this core component of Invest in Children. In turn, Starting Point will contract with three (3) Regional Managers to implement the activities of the FCCH Regional System.

Contract Measures (Deliverables)

There will be six (6) components to the agreement:

- I. Program Coordination**
- II. Regional Coordination**
- III. Communication**
- IV. Regional System**
- V. Quality Improvement**
- VI. Capacity**

SCOPE OF SERVICES:

Starting Point, the Child Care Resource and Referral Agency for Cuyahoga County, is designated as the administrator of the Family Child Care Home Regional System will have responsibility for the following activities and outcomes:

I. Program Coordination

A. Maintenance of Regional System:

1. In collaboration with Cuyahoga County and Regional Managers, implement policies and procedures to administer and monitor the Family Child Care Home Regional System, for **1,085 Family Child Care Home**

Providers ensuring the incorporation of applicable health, welfare and safety laws and best practices such as joint visits to providers; follow-up with providers who are out of compliance; procedures and standards on training, technical assistance, and measuring quality of care in homes.

2. Enhance linkages with other components of Invest in Children and other community programs and services (e.g. Universal Pre-Kindergarten Pilot, Child Development Associate Credential Training Institute, T.E.A.C.H., Ohio's Early Learning Content Standards and Infant Toddler Guidelines training, Early Literacy training, Community Development Corporations for home repairs, Lead Prevention Program, Help Me Grow).
3. Maintain an electronically networked management information system to be used by Starting Point, the Regional Managers, and the Office of Early Childhood/ Invest in Children in managing and monitoring the system.
4. Collect and share profiles of successful Family Child Care Home Providers.
5. Submit quarterly performance measures and financial reports to Invest in Children.
6. Submit invoices monthly.
7. Participate in mandatory meetings and training sessions.
8. Maintain inventory of Providers to offer substitute care.
9. Maintain inventory of Providers who are available to accommodate children with special needs.
10. Maintain **Warm Line** operations.
11. In collaboration with Employment and Family Services, implement the State of Ohio's family child care certification rules, including the management of the Family Child Care Home Pre-Certification process.
12. Staff and support the Invest in Children Goal 3 Committee and the Family Child Care Homes Strategy Sub-committees.
13. Ensure accountability for the use of all contracted funds.
14. Continue to revise, develop, and implement training modules for regional technical assistance providers and trainers that align with the State of Ohio Early Learning Content Standards, Infant Toddler Guidelines, and Core Knowledge.

- i. **Provide Invest in Children with quarterly updates on progress of these revisions and copies of new training modules as completed.**
- ii. **Provide Invest in Children and other community partners with training dates for implementation of new/revised modules.**
- iii. **Administer ongoing evaluation of the training.**

II. Regional Coordination

A. Training and Technical Assistance:

- 1. **Conduct 10 Training sessions for Regional Managers and staff that help ensure high quality programs and operations (on topics such as best practices in delivering quality technical assistance and training to adult learners, child development, managing and teaching multiple age groups of children, NAFCC Accreditation supports and process).**
- 2. **Conduct 114 Technical Assistance visits to Regional Managers and their staff that help ensure high quality programs and operations (on topics such as best practices in delivering quality technical assistance and training to adult learners, child development, managing and teaching multiple age groups of children, NAFCC Accreditation supports and process).**
- 3. Administration of Family Day Care Rating Scale Assessments of certified homes (these scores will be used to verify Gold Seal recommendation).
- 4. In partnership with Alex Community Development Corporation provide Family Child Care Business Training Series, technical support, and assistance with tax preparations.
- 5. Provide staff training to integrate the State of Ohio Early Learning Content Standards Guidelines, Infant and Toddler Guidelines, and Core Knowledge into existing curriculum and training modules.
 - i. **Provide quarterly reports on the trainings offered, and work completed.**

B. Quarterly Assessments of regional Managers:

- 1. Conduct **quarterly assessments (12 total)** of each of the three (3) Regions, including (but not limited to) the availability and quality of pre-service and in-service training provided by the regions, review of materials and curriculum used by the regions to recruit providers into the “Care for Kids” Program, ensure the completion and quality of technical assistance visits provided by the regions to providers, and

ensure the participation in newly developed methods for enhancing the quality of FCCH's based on the evaluation. Implement **corrective action plans** as necessary, and provide report of these plans to Invest in Children.

III. Communication

- A. Assemble, produce, and disseminate materials that will inform:
 1. The community at large about quality child care (i.e., public information);
 2. Parents about issues and services relating to quality child care (i.e., consumer education); and
 3. Regional managers and home care Providers about best practices relating to quality child care (i.e., training materials)
- B. Parent Information:
 1. Provide information and referral services for parents to Family Child Care Homes within the regions. Refer all other families seeking care to Starting Point.
 2. Provide parent support activities and information regarding developmentally appropriate parenting skills.

IV. Regional System

The Family Child Care Home System will be comprised of three regions covering Cuyahoga County. Each region will incorporate Cuyahoga County's Neighborhood Family Service Centers, who in turn will provide technical assistance to Family Child Care Providers (including United States Department of Agriculture (USDA) visits). Collectively the three regions will serve **885** of the active professional certified family child care providers, approximately **100** Limited Providers and **100** Substitute Providers in Cuyahoga County.

A. Activities

1. Enroll **405** family child care providers in the Care for Kids Program.
2. Offer a minimum of **180** community based in-service training sessions per contract period for **885** professional certified providers, **100** Limited Providers (Parent Provider Inspected Providers and Agency Inspected Providers), and **100** substitutes on key issues and concerns.
3. Conduct **407 FDCRS** assessment visits.

4. Provide **2,600** visits per contract period for providers to assist them in maintaining basic health and safety practices, and providing developmentally appropriate practices that align with Ohio's Early Learning Content Standards and Infant Toddler Guidelines. The underlying theory for on-site consultation is that practice changes more readily when information is provided in the situation it is relevant to, and when behaviors are modeled and practiced with feedback, rather than only discussed. On-site visits assists providers in moving up the career lattice by helping them to put education into practice, thereby impacting the attainment of the CDA credential and accreditation.
5. Maintain lending library of educational toys and materials.
6. Provide information and referral service to family child care providers, which will link them with community resources (i.e. Help Me Grow, T.E.A.C.H., Lead Prevention Program) and other components of Invest in Children, with the goals of improving quality of care.
7. Assist in developing capacity among providers to meet “niche” needs (children with special needs, mildly ill children, second and third shift working families) and work collaboratively with the Special Needs Child Care Program.

B. Number of Homes to be Served Per Region

Each region will incorporate Cuyahoga County's Neighborhood Family Service Centers as described below. The three regions and the target number of professional certified Type B homes, Limited Homes and substitutes to be served in each region (including pilot participants) for **the 12 month Period** are as follows:

	Total # Professional Certified Homes	# To be served Professional Providers	# To be served Limited Providers	# To be served Substitutes
<u>East Central Region</u>				
Training		267	33	33
Technical Assistance		<u>180</u>		
Total Homes	297	267	33	33
<u>East City-County Region</u>				
Training		350	34	34
Technical Assistance		<u>230</u>		
Total Homes	425	350	34	34
<u>West City-County Region</u>				
Training		268	33	33
Technical Assistance		<u>180</u>		
Total Homes	306	268	33	33

V. Quality Improvement

- A. Hold a Family Child Care Home Providers recognition event.

VI. Capacity

Starting Point will analyze the capacity of the Family Child Care Home Regional System to determine if additional child care slots are needed. If needed, contracts with Regional Managers will be amended accordingly.

- a. Offer a minimum of **36 hours of easily accessible pre-service** training for potential new providers to assist providers in meeting State certification requirements.
- b. Provide pre-certification technical support for providers to assist them in meeting State certification requirements (as needed by provider).
- c. Submit Pre-certification packets for new family child care home providers.

Starting Point is requesting an advance of \$558,200 as an initial lump sum payment (refer to specific conditions).

1. The provider must submit a signed request to the Department indicating the amount of the advance requested.
2. The advance must be repaid to the Department through reductions in the monthly invoices, which must begin no later than the invoice for October 1, 2011.
3. The entire advance must be repaid no later than with the submission of the last invoice.

BOF:FCCHCY2011EXHIBITIScopeofServices1

EXHIBIT II

Budget Breakdown and Time Period:

Starting Point is requesting **\$2,038,762** for the time period of **January 1, 2011 through December 31, 2011**.

Starting Point is requesting an advance of \$558,200 as an initial lump sum payment (refer to specific conditions).

1. The provider must submit a signed request to the Department indicating the amount of the advance requested.
2. The advance must be repaid to the Department through reductions in the monthly invoices, which must begin no later than the invoice for October 1, 2011.
3. The entire advance must be repaid no later than with the submission of the last invoice.

I. Program Coordination

System Coordination:

1. The billable unit rate for Overall System Coordination shall be **\$52,410.00** monthly for 12 months. The ceiling for Overall System Coordination shall be **\$628,920.00**.
2. **\$1,624.00** for the support and enhancement of the System Coordinator and the four Regions MIS systems.

Warm Line:

1. For the ongoing operations of the Warm Line. The ceiling for operating the Warm Line shall be **\$93,840.00**. The billable unit rate for operating the Warm Line shall be **\$7,820.00** monthly (12).

II. Regional Coordination

Training and Technical Assistance for Regional Managers:

1. For the Provision of Training. **\$16,080.00** for training sessions conducted for Regional Managers and their staff. The billable unit rate shall be 10 sessions times **\$1,608.00**.
2. For the Provision of Technical Assistance. **\$106,362.00** for the provision of Technical Assistance sessions conducted for Regional Managers and/or their staff. The billable unit rate shall be **\$933.00** per session for 114 sessions.

3. For implementation of Early Learning standards, Infant Toddler Guidelines and Core Knowledge into family child care professional development activities, and curriculum the ceiling shall be **\$51,750.00**. The billable unit rate shall be **\$4,312.50 monthly (12)**.

Quarterly Assessments of Regions:

For Monitoring and Quarterly Assessments of Each Region. The billable unit rate for quarterly assessments shall be **\$10,154.25** for the assessment of the three Regional Managers performance (including evaluation and recommendations), and when needed a corrective action plan. The ceiling for Quarterly Assessments shall be **\$40,617.00** for four quarterly assessments.

III. Communication

Public Awareness:

For ongoing implementation of Child Care Public Awareness Component. **\$85,449.00** ceiling for the distribution of materials that will inform:

1. The community at large about quality child care (i.e., public information)
2. Parents about issues and services relating to quality child care (i.e., consumer education)
3. Regional Managers and family child care home providers about best practices relating to quality child care (i.e., training materials)

The billable unit rate for the public awareness component shall be **\$7,120.75** for 12 months.

Parent Education & Support:

1. The billable unit rate for the provision of Information and Referral Services for parents seeking child care shall be **\$612.50** monthly (12). The ceiling for Information and Referral Services shall be **\$7,350.00**.
2. The maximum billable unit rate for the provision of parent education and support activities shall be **\$8,528.75** monthly (12). The ceiling for Parent Education and Support shall be **\$102,345.00**.

IV. Regional System

Regional Coordination (Regional Managers):

1. The billable unit rate for Regional Coordination shall be \$43,590.00 monthly (12). The ceiling for Regional Coordination shall be \$523,080.00 for twelve months.

Technical Support and Quality Assurance (Regions)

1. The billable unit rate for Enrollment in the Care For Kids Program shall be \$21.00 times 405 providers. The ceiling shall be \$8,505.00.
2. The billable unit rate for each Quality/Other Technical Support visit, per provider shall be \$55.00. The ceiling for Technical Support Visits shall be 2,600 visits times \$55.00 or \$143,000.00.
3. The billable unit rate for each FDCRS assessment technical support visits shall be \$250.00 times 407 visits. The ceiling for FDCRS technical support visits shall be \$101,750.00.
4. The billable unit rate for each Child Development and Other Training session completed shall be \$254.00 times 135 sessions. The ceiling for Training shall be \$34,290.00.
5. The billable unit rate for each Training Series that exceeds 6 hours completed shall be \$855.00 for 45 Series. The ceiling for Training shall be \$38,475.00.
6. The maximum billable rate for Family Child Care Business Training Series, technical support, and tax preparations shall be \$8,550.
7. The maximum billable unit rate for each Provider that completes the Care For Kids Program shall be \$100.00 times 375 providers. The ceiling for Completion of Care For Kids Program shall be \$37,500.00.

IV. Quality Improvement

Family Child Care Home Provider Incentives:

1. \$5,000 for Family Child Care Home Providers recognition event.

V. Capacity

Creation of New Family Child Care Homes (If needed)

Starting Point will analyze the capacity from December 2010 through September 2011 to determine if additional child care slots are needed.

1. The billable unit rate for 36 hour Pre-certification training series for new Family Child Care Home Providers shall be \$4,275 times 1 series. The ceiling for Pre-certification Training shall be **\$4,275.00**.

BUDGET

The costs for the Period of January 1, 2011 thru December 31, 2011 of the Family Child Care Home Regional System (\$2. Million) will be allocated to support activities of the System Coordinator and the agencies serving as Regional Managers, with additional support allocated for expanding the number of new Providers if necessary – based on demand. The funding recipient will be Starting Point, and the contract resulting from this funding will be between Cuyahoga County and Starting Point.

Funds from this contract will be allocated for each of the major functions as follows:

System Coordination	\$ 791,979.00
MIS	1,624.00
Warm-Line	93,840.00
Early Learning Standards	51,750.00
Public Awareness	85,449.00
Regional Operations	996,295.00
Provider Business Series	8,550.00
Expansion of New Homes	4,275.00
FCCH Provider Incentives/ Recognition	<u>5,000.00</u>
 Total	 \$2,038,762.00