

Ready by Five Early Childhood Millage

Service Provider Manual

Effective May 3, 2021



Supported by the Kent County Ready by Five Millage.

Introduction

This Service Provider Manual is designed to assist Service Providers who receive funding from the Ready by Five Early Childhood Millage in understanding the regulations, laws, policies, and procedures affecting service provision. It describes required program components and financial requirements that apply to funded services. It also will assist in locating specific information for particular issues or unusual circumstances. Nothing in this Manual is intended to provide legal advice, and the Service Provider is advised to seek their own legal counsel for any such advice.

First Steps Kent reserves the right to amend or revise the Manual from time to time, upon notice to Service Provider. The terms of this Manual may be modified by contract with the Service Provider, and in the event of conflict between such a contract and this Manual, the terms of the contract will prevail. First Steps Kent reserves the right to waive any requirements prescribed under this Manual on a case by case basis, at First Steps Kent's sole discretion.

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SUMMARY OF MANUAL UPDATES

As a courtesy for Ready by Five Service Providers, the Summary of Changes will guide the review of new and revised content contained in the updated version of the Service Provider Manual. Service Providers shall be responsible for the thorough review of the content in the Manual.

#	Topic	Location	Summary of Changes
1	General	Throughout the Manual	Overall, the Manual has been updated to refine and concisely describe required policies. Sections may have been consolidated, separated, and/or moved for clarity. Key changes are noted below.
2	Client Complaints, Appeals, and Grievances	Section I.A.5.	Distinguishes between the difference between client complaints and grievances.
3	Service Discharge and/or Termination Procedure	Section I.A.6.	Includes discharge.
4	Data Collection Policy and Procedures	Section I.A.7.	Includes details on exemptions.
5	Confidentiality	Section I.A.8.	Updated with additional requirements.
6	Records	Section I.A.9.	Formerly located in Section B. Financial Administration Requirements, Financial Records.
7	Client Treatment and Notification of Adverse Events	Section I.A.11.	Formerly High Visibility Events.

8	Insurance	Section I.A.14.	Updated section.
9	Disaster Response	Section I.A.19.	New policy added.
10	Disclosure and Ethics	Section I.A.23.	Updated section. Formerly Disclosure of Information and merged with former sections, Code of Ethics and Conflict of Interest.
11	Whistleblower Policy	Section I.A.24.	Policy added. Also included in Appendix B, Ready by Five Code of Ethics.
12	Waiver Requests	Section I.A.30.	Formerly in Section B. Financial Administration Requirements.
13	Client Donations	Section I.B.3.a.	Formerly Program Donations and Program Income. Updated section.
14	Cost Sharing	Section I.B.4.	Updated section.
15	Purchasing Requirements	Section I.B.5.	Updated section - Technology.
16	Record Maintenance and Record Retention	Section I.B.7.b.& c.	Formerly included non-financial policies.
17	Cost Sharing Policy	Appendix D	Updated section - including updated forms.

I. Ready by Five Early Childhood Millage Service Provider Requirements

A Program and Service Requirements

1. Clients Served

a. Client Eligibility

1. Services shall be provided only to families with expectant parents and children through age five (5) currently residing in Kent County, Michigan.
 - i. Service Provider shall serve all eligible persons under the Service Provider Agreement regardless of other criteria for services usually applied by the Service Provider and further agrees not to refuse services to any person determined to be eligible for services as long as funding permits. Where program resources are insufficient to meet the demand for services, criteria for prioritizing individual's to be served should be developed which take into account indicators of need.
2. Family is defined as the unborn child or child (or children) through age five and younger and primary caregivers - a minimum of one being the legal guardian responsible for their care - living in the same home.
3. Household is defined as a household unit where individuals, related or unrelated, live for more than one year together.

2. Targeting of Clients

- a. Service Providers must identify individual's needs and establish linkages for delivery of needed services. In their approach to identifying need for planning and delivering services, Service Providers will consider group-based factors and deploy targeted approaches that address the varying needs and circumstances of each group eligible for Ready by Five funded services.
 1. Each Service Provider must be able to specify how they satisfy the service needs of children from vulnerable households, including but not limited to: economically disadvantaged households and non-English and limited-English speaking households.

2. Each Service Provider must provide culturally responsive, family-centered services in accordance with family needs for such services and must meet the specific objectives established by the Ready by Five Early Childhood Millage Needs Assessment and Equity and Inclusion Impact Statement. See Appendix A for the Equity and Inclusion Impact Statement.
- b. Clients shall not be denied or limited services because of their income or financial resources. Where program resources are insufficient to meet the demand for services, each service program shall establish and utilize written procedures for prioritizing individuals receiving and waiting to receive services, based on social, functional, and economic needs.
 1. A prioritization tool defining how individuals seeking services shall be given preference to enrollment within each service must be used after approval by First Steps Kent.
 2. Individuals on waiting lists for services for which cost sharing is allowable may be afforded the opportunity to acquire services on a 100% cost share basis until they can be served by the funded program.
 - c. Indicating factors of when a prioritization tool must be used include:
 1. When a waiting list for services becomes necessary, service levels for children and/or expectant parents should be evaluated in conjunction with the client(s) to determine whether services can be reduced without affecting the child and/or expectant parent's safety or well-being. Resultant service reductions may enable additional children and/or expectant parents to be served. When a waiting list is in effect, clients entering the program should receive services at the minimum level that addresses their safety and well-being.
 2. Each Service Provider must maintain a written list of children and/or expectant parents who seek services but cannot be served at that time. Such a list must include the date service is first sought and the requested service. The program must determine whether the person seeking service is likely to be eligible for the service requested before being placed on a waiting list. Wait list information must be reported monthly to First Steps Kent.

3. Client Intake, Referral, and Coordination Procedures

- a. Standard, written, individual intake procedures for all contracted services must be established and maintained by each Service Provider.
- b. Each Service Provider shall be able to demonstrate linkages with other area Service Providers, including voluntary organizations, for continuity of services especially in order to address the comprehensive range of needs any recipient may present.
- c. Potential agencies referring to a service funded by Ready by Five must be given the minimum eligibility criteria utilized by the Service Provider and updated when changes to this eligibility criteria are made.
- d. Each organization must establish written referral protocol describing how families served will be referred for services.
- e. All intake, referral and coordination protocol must, at a minimum meet the requirements as outlined in the Ready by Five Early Childhood Millage Intake, Referral, and Consent Specifications requirements (See Appendix C). These specifications may be updated annually and as needed and will be provided at the beginning of each calendar year.

4. Client Feedback

- a. Each Service Provider must employ a mechanism for obtaining and evaluating the feedback of service recipients about the quality of services received. The mechanism may include surveys and focus groups, review of assessment records, etc. Results will be documented and available for review by First Steps Kent.

5. Client Complaints, Appeals, and Grievances

- a. Written Procedures
 1. Each Service Provider must have a written procedure in place to address complaints, appeals, and/or grievances from families or individuals, which provides for protection from retaliation against the complainant(s).

At minimum, the following must be included in the Service Provider's written procedure:

- i. An individual(s) served may make a complaint about a program or service through written or verbal notice to the designated Program Lead or Manager of the Service Provider agency.
 - ii. An individual(s) may file an appeal with a Service Provider if it is determined he/she/they are ineligible for services or if services have been terminated. Appeals should be directed to the designated Program Lead or Manager of the Service Provider agency.
 - iii. The Program Lead or Manager shall then respond to the individual(s) submitting the complaint and/or appeal and include in writing a copy of the Service Provider's complaint, appeals, and grievances procedure.
 - iv. If not resolved at that level, the complaint and/or appeal becomes a grievance to be addressed by executive staff leadership of the agency (i.e. Executive Director, CEO).
 2. The complaint, appeal, and grievance process must be made available to a family or individual served at the start of service. It must also be made available to First Steps Kent for review.
- b. Addressing Program Grievances
1. Unresolved complaints and/or appeals become grievances if they cannot be resolved with the designated Program Lead or Manager. Grievances are addressed by the executive staff leadership of the Service Provider agency (i.e. Executive Director, CEO).
 2. When resolved, the executive staff leadership will document the outcome in writing, summarize the events and resolution, secure individual's signature, and provide the summary for First Steps Kent's review.
- c. Unresolved Grievances
1. Unresolved differences between a Service Provider and an individual(s) pertaining to service provision will be forwarded to First Steps Kent through the following steps:
 - i. Following the Service Provider's decision, the individual(s) provides

written notice of the unresolved grievance to the CEO of First Steps Kent.

- ii. The written notice shall be dated and signed by the individual(s) and it shall contain an explanation of the incident(s) for which the complaint has been filed.
 - iii. The written notice shall be initiated within thirty (30) calendar days following the date on which the Service Provider's decision was made.
 - iv. All unresolved grievances shall be given fair and prompt consideration by the CEO or designee of First Steps Kent within ten (10) calendar days after receipt of the written notice.
2. The individual or family shall have the right to appeal the CEO or designee of First Steps Kent's action or inaction to the First Steps Kent Executive Committee of the Board of Directors by submitting written notice to the Committee Chairperson within ten (10) calendar days.
 3. The Chairperson of the First Steps Kent Executive Committee will render a decision on the appeal within thirty (30) calendar days after receipt of the written notification.

6. Service Discharge and/or Termination Procedure

- a. Programs that serve individuals or families for at least three months continuously must establish a written service discharge and/or termination procedure that includes formal written notification of the ending of services and documentation of such in the individual's or family's files. The written notification must state the reason for discharge and/or termination and the effective date and advise about the right to appeal. Reasons for discharge and/or termination may include, but are not limited to the following:
 1. The family's decision to stop receiving services,
 2. Reassessment that determines an individual or family to be ineligible,
 3. There is no longer a need for services,
 4. A change in the individual's or family's circumstances which makes them eligible for services paid for from other sources,

5. An increase in the availability of support from friends and/or family,
6. The program becomes unable to continue to serve the individual or family and referral to another provider is not possible,
7. The child is older than five (5) years of age, and/or
8. The individual or family moves out of Kent County.

7. Data Collection Policy and Procedures

a. Outcomes Measurement

1. Each program must have outcome statements and measurable indicators that represent achievements of the outcome for their program and the early childhood system as a whole.
2. All outcome measurements will be established within the Service Provider Agreements(s).

b. Service Provider Role and Responsibilities:

1. Service Providers receiving Ready by Five Early Childhood Millage funding are required to submit the following regular reports as follows:

Demographic File Standard Required Fields	<p>Submitted at the case level.</p> <p>Data is collected during intake and updated for each individual served at minimum, annually.</p> <p>Data is collected and submitted as defined in the data documentation.</p> <p>These files are sent to the Kent County Health Department (KCHD).</p> <p>Agencies who are not providing direct services to families are exempt from this requirement.</p> <p>Translation and Interpretation Service Providers are exempt from this requirement.</p>
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<p>Service File and Referral File Standard Required Fields</p>	<p>Submitted at the case level.</p> <p>Data is collected during service provision and submitted monthly.</p> <p>Data is collected and submitted as defined in the data documentation.</p> <p>These files are sent to the Kent County Health Department.</p> <p>Agencies who are not providing direct services to families are exempt from this requirement.</p> <p>Translation and Interpretation Service Providers are exempt from this requirement.</p>
<p>Performance Based Milestone and Outcome Reporting (For eligible Services)</p>	<p>Submitted as defined in the Service Provider Agreement.</p> <p>Payments will not be made on children or expecting mothers where incomplete or unidentifiable data is submitted.</p> <p>This is included in data file sent to the Kent County Health Department.</p> <p>Please see Service Provider Agreement for directions to submit.</p>
<p>Quarterly Reports are submitted with narrative components and aggregate level data as defined in the Service Provider Agreement</p>	<p>Submitted at the aggregate level as defined in the Service Provider Agreement.</p> <p>These reports are sent to First Steps Kent.</p>

2. Service Providers shall enter into data sharing agreements as directed by Kent County. On a monthly basis, the Service Provider shall submit child or expectant mother-specific information to KCHD, as follows:
 - i. Data will be submitted at a case level.
 - ii. Standard required fields will be submitted in the defined format as detailed in Ready by Five's Standard Data Collection Fields

Requirements document.

- iii. All technical requirements for the data files as found in the Ready by Five File Definitions document.
- iv. Data will be submitted in a Comma Separated Values (CSV) file.
- v. Identifiable data will be sent via a secure file transfer process to the appropriate entity and only as directed.
- vi. Under no circumstances will identifiable data be sent to First Steps Kent.
- vii. Agencies that are not providing direct services to families are exempt from this requirement. Translation and Interpretation Service Providers are exempt from this requirement.

3. Data submissions are required for uninterrupted payment of invoices. Submissions are due on or before the 15th of every month. Invoices submitted without following monthly data submission requirements will be considered incomplete and will result in a delay in future monthly reimbursement(s).
4. In addition to individual child and/or expectant mother-level data submitted each month, each Service Provider is required to submit aggregate-level outcomes specific to their program on a quarterly basis.
5. The Service Provider further agrees to provide other reports concerning contracted services which First Steps Kent may reasonably require. First Steps Kent shall notify the Service Provider in writing at least thirty (30) calendar days prior to the initial submission date. The notification shall minimally include the required data, format and the deadline to submit.

c. Kent County Role and Responsibilities

1. All identifiable data will be warehoused at the Kent County Health Department.
2. The Kent County Health Department will regularly send de-identified reports to First Steps Kent as defined by a data agreement in place between the two organizations.
3. All Ready by Five data developed by Service Providers will be owned by Kent County. First Steps Kent and Service Providers are allowed to use

data for purposes of administration or service provision as related as outlined in their Service Provider agreement.

d. First Steps Kent's Role and Responsibilities

1. First Steps Kent will track utilization by service provider and service type metrics including:
 - i. Number of children served through age five (5) and younger,
 - ii. Number of new children served through age five (5) and younger,
 - iii. Number of expectant parents served,
 - iv. Effectiveness of early childhood services (specific metrics defined by service),
 - v. Percent of valid data fields submitted by Service Providers,
 - vi. Percent of children enrolled in services with incomplete intake data, and
 - vii. Family satisfaction with services.
2. First Steps Kent will track network-level metrics, including:
 - i. Cost of services
 - ii. Frequency of services each child receives
 - iii. Gaps in early childhood services
 - iv. Children's success in Kindergarten
3. First Steps Kent may track services and metrics by specific attributes, including, but not limited to race, ethnicity, income, zip code, health benefit, and age of child.
4. First Steps Kent may track additional metrics at their discretion but limited to those specific data fields that are gathered by the Service Providers and that can be shared in de-identified form.
5. Data submitted also will be utilized by First Steps Kent to validate monthly invoices for payment to the Service Providers.
6. Ready by Five Early Childhood Millage Standard Data Collection Fields and FileDefinitions will be updated annually by March 1 of each year.
7. First Steps Kent will not warehouse case-level data with identifiable attributes.

8. Confidentiality

- a. Each Service Provider must have written procedures to protect the confidentiality of information about children and families collected in the conduct of its responsibilities. The procedures must ensure that no information about any recipient of services is disclosed in a form that identifies the person without the informed, written consent from the family served. However, disclosure may be allowed by court order, or for program monitoring by authorized federal, state or local agencies, which are also bound to protect the confidentiality of individual information. All individual information shall be maintained in controlled access files.
- b. Each Service Provider will have available, upon First Steps Kent request, policies and procedures detailing the agency's methods of storing and destroying confidential physical and non-physical information as well as how access to protected information is controlled.
- c. It is the responsibility of each Service Provider to determine if they are a covered entity with regard to Health Insurance Portability and Accountability Act (HIPAA) regulations or complete a HIPAA business agreement with the Kent County Health Department.

9. Records

- a. The Service Provider agrees to record and maintain data about individuals, per Service Provider Agreement requirements.
- b. The Service Provider is required to retain all programmatic records, supporting documents, and other records required by Federal and State government agencies or otherwise reasonably considered pertinent to the Service Provider Agreement.
- c. All non-financial records shall be retained for a period of three (3) years. The retention period starts on the day the Service Provider submits to First Steps Kent its last expenditure report for the Service Provider Agreement.
- d. 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

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

10. Mandated Reporting

- a. Each service program shall have a written procedure in place to bring to the attention of appropriate officials for follow-up, condition or circumstances that place the child, or the household of the child, in imminent danger (e.g. situations of abuse or neglect).
- b. Michigan Child Protection Law requires certain professionals to report their suspicions of child abuse or neglect to Children's Protective Services (CPS) at the Department of Human Services (DHS). These people are mandated reporters and have established relationships with children based on their profession.
- c. Mandated reporters are required to make an immediate verbal report to CPS and a written report within 72 hours when they suspect child abuse or neglect. Mandated reporters must also notify the head of their organization of the report. Reporting the suspected allegations of child abuse and/or neglect to the head of the organization does not fulfill the requirement to report directly to DHS.
- d. The verbal report can be completed by calling 855.444.3911. The individual who had contact with the child must complete the call and provide as much detail as possible about the following information:
 1. The child's primary caretaker, including name and address
 2. Names and birth dates for all members of the household
 3. Name and birth date of the alleged perpetrator(s)
 4. Whether the alleged perpetrator lives with the child
 5. Address where the alleged abuse or neglect occurred
 6. What makes the mandated reporter suspect the child is being abused or neglected?
- e. The Child Protection Law requires that the written report include the following

- information:
1. Name of child
 2. Description of abuse or neglect
 3. Names and addresses of child's parents/guardians
 4. The persons with whom the child resides
 5. Child's age
 6. Other information available to the reporting person that might establish the cause of the abuse or neglect, and the manner in which the abuse or neglect occurred
- f. DHS encourages the use of the Report of Actual or Suspected Child Abuse or Neglect (DHS-3200) form when filing the written report, which includes all the information required under the law. If more than one mandated reporter suspects child abuse or neglect based upon the same incident, they may submit just one DHS-3200 form. View the Mandated Reporters' Resource Guide or www.michigan.gov for more information and updates since the publication of this Manual.
- g. Service Providers of services that do not provider services directly to families that are funded by Ready by Five Millage are not required to maintain a discharge or termination procedure.

11. Client Treatment and Notification of Adverse Events

- a. It is the policy of Ready by Five Early Childhood Millage that each family and individual served is entitled to kindness, dignity, and respect from all Service Providers. Any form of physical, verbal, psychological, or sexual abuse or neglect or exploitation is prohibited. Any form of retaliation against individuals or staff who report an incident is prohibited.
- b. Service Providers will immediately notify First Steps Kent of all reports to authorities or Child Protective Services that implicate program staff funded with Ready by Five Millage Early Childhood Millage funds.

12. Services Publicized

- a. Every program must publicize their proposed service(s) in order for families with children through age five (5) to access them. Services must be publicized to the population the Service Provider plans to reach by utilizing the promotional tools proven most effective in reaching the target population.
- b. Any activities receiving support under the Service Provider Agreement, shall contain acknowledgment of Kent County and First Steps Kent either through the use of the dual logo or written description. The logo should go on any promotional materials that align with the service or program that was made possible by Millage dollars, i.e. publications, brochures, documents, PowerPoints, social media posts, website articles, etc.
- c. First Steps Kent and Kent County reserves the option to receive free of charge, up to three copies of any publication published as a part of the Service Provider Agreement.
- d. Where activities under the Service Provider Agreement result in a book or other copyrighted material, the author is free to obtain a copyright, but First Steps Kent reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all such material.

13. Communications Expectations

- a. First Steps Kent will generate content about the Ready by Five Early Childhood Millage. This content will be relayed to Service Providers to share widely.
- b. Communications expectations include:
 1. Dispersing Ready by Five reports developed by First Steps Kent. These can be shared with networks through social media, email newsletters, and other communications materials.
 2. Dispersing Ready by Five content, such as email updates.
 3. Sharing Ready by Five social media content.
 4. Publicizing that program funds are provided by the Ready by Five Early

Childhood Millage, as required as part of the millage.

5. Provide First Steps Kent with non-confidential data and/or pictures and success stories for the use of Ready by Five communications.

14. Insurance

- a. The Service Provider is required to meet the following minimum insurance requirements:

1. Property

- i. Special Cause of Loss Form (all risk); Replacement Cost Valuation for all owned property

2. Crime or Employee Dishonesty Coverage

- i. \$100,000 Each Occurrence

3. General Liability

- i. \$1,000,000 Each Occurrence; \$2,000,000 Products & Completed Operations Aggregate; \$2,000,000 General Aggregate

4. Automobile

- i. \$1,000,000 Each Occurrence; includes hired and non-owned auto liability

5. Worker's Compensation

- i. Statutory in the State of Michigan
- ii. \$500,000 Employers Liability Limits

6. Professional Liability (Errors & Omissions)

- i. \$1,000,000 Annual Aggregate

7. Unemployment Insurance

- i. As required by the State of Michigan

- b. The Service Provider shall consider having the following insurance:

1. Directors & Officers Liability Insurance

- i. \$1,000,000 Annual Aggregate

2. Umbrella Liability
 - i. \$1,000,000 Each Occurrence
 3. Cyber Insurance
 - i. \$50,000 Aggregate
- c. The Service Provider shall, upon the execution of this agreement, provide a Certificate of Insurance showing the minimum required insurance as noted above. For all required insurance, the certificate shall include a thirty (30) days written notice to First Steps Kent of any cancellation or material change in coverage. Further, the certificate shall name First Steps Kent additional insured with respects to the general liability insurance. The general liability insurance shall also contain a waiver of subrogation clause and be primary and non-contributory to First Steps Kent general liability policy.
 - d. Any buildings, equipment, supplies and other property purchased in whole or in part with Ready by Five Early Childhood Millage funds are to be insured under the property insurance as noted above at the full replacement cost value of the asset at the time of loss.

15. Hold Harmless

- a. Service Providers shall indemnify and hold harmless First Steps Kent and the County and their respective directors, officers, employees, agents and representatives from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with Service Provider's rendering of its Services under the Service Provider Agreement.
- b. In the event the Service Provider becomes involved in or is threatened with litigation relating to this Agreement or to the performance of the Services, Service Provider shall immediately notify First Steps Kent in writing. First Steps Kent may in turn notify the County. Service Provider will not object to any action by First Steps Kent to join such litigation as First Steps Kent may deem necessary or appropriate to protect its interests.
- c. Service Providers shall indemnify, defend and hold harmless First Steps Kent from and against all claims and shall assume full responsibility for payment

of all Federal, State, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to the Service Provider and the Service Provider's employees. First Steps Kent shall not be held liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of the Service Provider, or for any other persons whatsoever, nor for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Provider.

16. Staffing

- a. Each Service Provider shall employ competent and qualified personnel sufficient to provide services pursuant to the Service Provider Agreement. Each program shall be able to demonstrate an organizational structure including established lines of authority.
- b. Each Service Provider must conduct, prior to employment or engagement, a criminal background review through the Michigan State Police for all paid and volunteer staff.
- c. An individual with a record of a felony conviction may be considered for employment at the discretion of the program. The safety and security of families served by the Service Provider must be paramount in such considerations.
- d. Service Provider staff shall receive a written job description, orientation, training which must include an overview of the Ready by Five Early Childhood Millage requirements, maintenance of records and files, ethics, and emergency procedures, and at least a yearly written performance evaluation.
- e. Service Providers must require and thoroughly check references on paid staff that will be entering individual homes. Supporting documentation for reference checks must be available in the personnel file of each employee and volunteer.
- f. Service Provider staff who enter a participant's home must display proper identification, which may be either an agency photo card or a current, valid state-issued identification and some other form of agency identification.

17. Orientation and Training

- a. Each Service Provider must have a written orientation plan that is available for review by First Steps Kent.
- b. Service Provider staff should participate in relevant professional development a minimum of twice each calendar year. First Steps Kent recommends this include training in early childhood development; diversity, equity, and inclusion; and trauma-informed practices. Records that detail dates of training, attendance, and topics covered are to be maintained and made available for review by First Steps Kent upon request.

18. Universal Precautions

- a. Each Service Provider must evaluate the occupational exposure of employees to blood or other potentially hazardous materials that may result from performance of the employee's duties and establish appropriate universal precautions. Each provider with employees who may experience occupational exposure must develop an exposure control plan which complies with Federal regulations implementing the Occupational Safety and Health Act.

19. Disaster Response

- a. Each Service Provider must have established, written emergency protocols or both responding to a disaster and undertaking appropriate activities to assist victims to recover from a disaster, depending upon the resources and structures available.

20. Drug Free Workplace

- a. Each Service Provider must agree to provide drug-free workplaces as a precondition to receiving millage funding.

21. Americans with Disabilities Act

- a. Each Service Provider must operate in compliance with the Americans with Disabilities Act.

22. Workplace Safety

- a. Each Service Provider must operate in compliance with the Michigan Occupational Safety and Health Act (MIOSHA). Information regarding compliance can be found at www.michigan.gov.

23. Disclosure and Ethics

- a. Service Provider agrees to submit to First Steps Kent all information requested about:
 1. Names of persons with an ownership or control interest in the Agency, any actual or potential conflict of interest, past business transactions, current or pending legal action against the Agency, and certain other disclosing entities.
 2. Articles of Incorporation and Bylaws if Agency is non-governmental.
 3. If applicable, any persons with an ownership or on the Board of Directors who have been convicted of a criminal offense perpetrated against families and/or children.
- b. First Steps Kent may refuse to consider the proposal of any Service Provider Agency that does not comply. Subsequently, First Steps Kent may immediately terminate the contract without liability if the Service Provider does not comply with requests.
- c. All Service Providers shall abide by the Ready by Five Early Childhood Millage Code of Ethics found in Appendix B.
- d. No officer, employee, or agency of a Service Provider who is involved in the planning, approval, or implementation of the Service Provider Agreement, shall participate in any decision relating to the Service Provider Agreement, which affects his or her personal or pecuniary interest or the interest of any

corporation, partnership, or association in which he or she may be directly or indirectly involved

24. Whistleblower

- a. Organizations funded with Ready by Five Early Childhood Millage funds are required to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Organizations are expected to have procedures in place that ensure all employees funded with Ready by Five Early Childhood Millage funding have the ability to report suspected violations of the Ready by Five Early Childhood Millage policies or illegal activities within their respective organization.
- b. It is contrary to the values of the Ready by Five Early Childhood Millage for anyone to retaliate against any board member, officer, employee, volunteer, or individual who in good faith reports an ethics violation; a suspected violation of law, such as discrimination or fraud; or suspected violation of any regulation governing the operations of the Ready by Five Early Childhood Millage. Anyone who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.
- c. Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

25. Applicable Laws and Regulations

- a. Compliance with applicable laws and regulations
 1. The Service Provider must:
 - i. Comply with all state, county, and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by Kent County and First Steps Kent to ensure quality of services.

- ii. Shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations.
- iii. Comply with applicable provisions and all subsequent revisions, modifications, and amendments to the Ready by Five Early Childhood Millage funding or regulations that affect the terms of the Service Provider Agreement.
- iv. Not discriminate against any employee, applicant for employment or recipient of service because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status.

26. Open Meetings Act

- a. Service Providers are subject to the provisions of the Open Meetings Act. In accordance with this Act, all public meetings must be open to the public and held in a place convenient to the general public. A meeting is defined as convening of a public body for the purposes of deliberating or making a decision of public policy. The word decision refers to any determination, action, vote, or disposition upon a motion, proposal, etc., on which a vote by the members of the public body is required.

The following are additional rules prescribed in the Act:

1. A public body may not meet informally, in advance of a public meeting, to determine what will be decided formally at the public meeting.
2. Public Notices must state the date, time, and place of the meeting.
3. Public Notices of rescheduled or special meetings must state the date, time, and place of meeting and must be posted at least eighteen (18) hours prior to the meeting.
4. The notice must be posted at the public body's principal office and any other location considered appropriate by the public body.
5. Rules must allow for public participation and attendance.
6. Minutes must be kept of all meetings and contain the date, time, place, members present, members absent, and decisions made at the meeting.
7. Closed sessions may be held when considering purchase or lease of

real property, consulting with an attorney regarding trial or settlement strategy considering dismissal, suspension, or disciplining of a public official, employee, staff, etc. negotiating collective bargaining agreements.

8. Closed meetings must be in accordance with all rules relative to such meetings as indicated in the Act. (For a more detailed listing of rules within the Act, refer to Public Act 267).
- b. No officer, employee, or agency of a Service Provider who is involved in the planning, approval, or implementation of the contract, shall participate in any decision relating to the contract, which affects his or her personal or pecuniary interest or the interest of any corporation, partnership, or association in which he or she may be directly or indirectly involved.

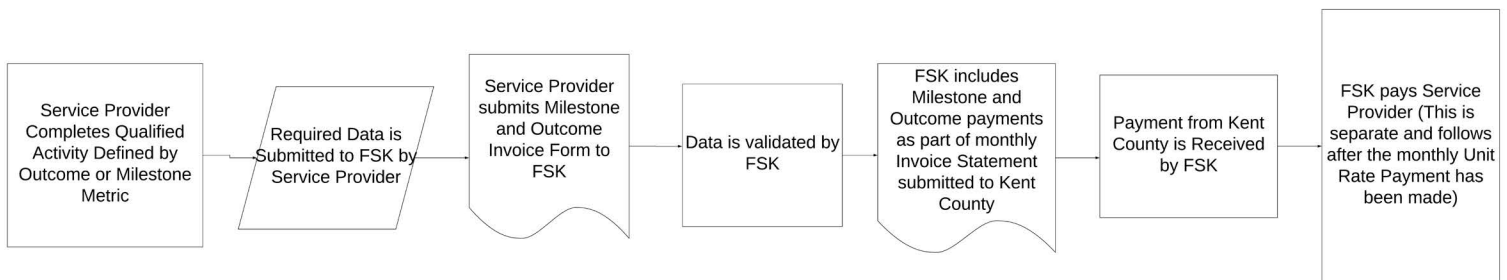
27. Service Provider Agreements

- a. The Service Provider will be required to enter into a written Service Provider Agreement with First Steps Kent to provide services as specified in Service Provider's response to the Request for Proposals (RFP). The Service Provider Agreement will include deadlines for delivery of specified data and regular project status reports. The Service Provider's response to the RFP and any subsequent correspondence shall become part of the Service Provider Agreement and will be incorporated by reference.
- b. Service Providers must attain maximum service delivery capability within thirty (30) days after the effective date of the Service Provider Agreement unless written authorization to the contrary is obtained from First Steps Kent.
- c. Service Providers must maintain sufficient staff, facilities, equipment, etc., in order to deliver the agreed upon services and further agrees to notify First Steps Kent thirty (30) days before it will be unable to provide the required quality and/or quantity of services.
- d. The Service Provider shall seek other funding sources and demonstrate effective planning for progressive program maintenance through its own resources.
- e. First Steps Kent Access

1. The Service Provider shall permit designated staff of First Steps Kent to attend advisory councils, community groups, and committees created for and specifically relating to the service and will provide First Steps Kent with enough notice of meetings of such groups.
 2. The Service Provider shall permit First Steps Kent and any of their authorized agents access to any books, documents, papers or other records of the Service Provider (or any subcontracts under the Service Provider Agreement) which are pertinent to the Service Provider Agreement. Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program.
- f. Performance-Based Service Provider Agreements
1. Selected services will be eligible for performance-based Service Provider Agreements. The Request for Proposal issued by First Steps Kent for each service will specify if a service is eligible for a performance-based agreement.
 2. For all performance-based Service Provider Agreements, First Steps Kent will provide the following in each Service Provider contract:
 - i. Required activity to qualify for payments,
 - ii. A defined eligibility period for when payments may occur,
 - iii. The specific metrics relevant to the service being provided,
 - iv. The amount that will be paid for each metric,
 - v. Service Provider funding contingencies to qualify for certain rates,
 - vi. The data fields required to be qualified for payment,
 - vii. The format and process in which data must be submitted,
 - viii. Timing for when Service Provider will be paid for each achieved outcome, and
 - ix. Any additional information to clarify each metric.
 3. The Service Provider will be responsible for reporting all metrics as defined by First Steps Kent.
 4. Performance-Based Payments:
 - i. Will only be made as defined in the executed Service Provider

Agreement.

- ii. Will be made rounded down to the nearest dollar.
 - iii. Final payments will be made in accordance with the Ready by Five Service Provider Manual Closeout Policy.
5. The Service Provider shall collect and report using Standard Data Fields and Files relevant to the calculation of metrics. All required reports written or electronically shall be submitted as directed by First Steps Kent.
 6. Performance Metrics reported are subject to verification by utilizing program/fiscal reports, administrative records and/or may be verified through First Steps Kent's compliance assessment.
 7. Payments may be made as an additional payment and not included with the monthly Unit Rate payment.
 8. Milestone and Outcome Payment Invoicing Process



g. Subcontracts

1. Service Provider agrees not to assign the Service Provider Agreement or enter into subcontracts without obtaining prior written approval of First Steps Kent. An unsigned copy of the subcontract must be mailed or emailed to First Steps Kent for approval prior to implementation. Following approval, a copy of the signed subcontract must be sent to First Steps Kent before service begins.
2. Assignees or subcontractors shall be subject to all conditions and provisions of the contract. No assignment or subcontracting by Service Provider shall relieve or release it from its obligation under its Service Provider Agreement with First Steps Kent.
3. The awarded Service Provider shall be responsible for the performance of

all assignees or subcontractors; however, First Steps Kent shall retain the right to monitor and assess or otherwise determine the performance of subcontractors. The Service Provider shall submit copies of subcontracts with non-profit agencies to First Steps Kent, for review, and copies of all contracts with proprietary agencies for review and approval.

4. Service Providers must annually assess each subcontractor for contract compliance.

h. Service Provider Agreement Revisions or Amendments

1. The Service Provider Agreement will contain all terms and conditions agreed upon by the First Steps Kent and the Service Provider. No other understanding, oral or otherwise, regarding the subject matter of the Service Provider Agreement shall be deemed to exist or bind any of the parties hereto.
2. Whenever there is any material change in the content or administration of an approved Service Provider Agreement or in the operation of the agency affecting the Service Provider Agreement, the Service Provider Agreement document shall be appropriately revised. The nature and extent of the request for revision will determine the action to be taken by First Steps Kent. Revisions may be either a substantive amendment or an administrative revision.
 - i. A substantive amendment is defined as any alteration in the Service Provider Agreement that substantially affects the character of the Service Provider Agreement such that it is essentially different from what was originally approved by the First Steps Kent. Amendments covering substantive changes shall be subject to the same process of approval that governs the original approval of the Service Provider Agreement. Substantive amendments shall include the following:
 - a. Significant changes in the project objectives including projections of individuals or units,
 - b. Any addition of a new service category or deletion of a service category,
 - c. A budget transfer from one service to another service,

- d. A change in the cost-sharing ratio,
 - e. A change in the project period and budget year dates,
 - f. Supplemental awards,
 - g. Any change that would affect compliance with federal or state procedures, and
 - h. Other changes specified by First Steps Kent.
 - ii. Administrative revisions are defined as changes in the Service Provider Agreement that are made for the purpose of facilitating implementation of the project but are minor in nature and do not change the essence of the Service Provider Agreement. Unit rate renegotiations or changes in program income are examples of administrative revisions. Requests for administrative revisions must be received at least thirty (30) calendar days in advance of the Service Provider Agreement completion date. First Steps Kent shall review and respond in writing to administrative revision requests within thirty (30) calendar days of a written request.
 - iii. Requests for Service Provider Agreement amendments must be received at least ninety (90) calendar days in advance of the Service Provider Agreement completion date. The notification of the amendment supersedes all other notifications relating to the budget year. The Service Provider Agreement shall only be amended by the written consent of all parties per the terms outlined in the Service Provider Agreement.
- i. Service Provider Agreement Probation
 1. When a Service Provider has failed to comply with the terms of a Service Provider Agreement, First Steps Kent may place the Service Provider on probation in whole or in part. Probation will commence upon First Steps Kent giving the Service Provider written notice of probation. The notice of probation shall contain reasons for probation, any corrective action required, the effective date, length of probation, and the right of the Service Provider to appeal the decision. During the probationary period, the Service Provider will receive reimbursement for allowable expenses incurred as part of the Service Provider Agreement. If, during the probationary time frame, the Service Provider does not comply with

the corrective actions, suspension or termination may be initiated.

j. Service Provider Agreement Suspension

1. If the Service Provider materially fails to comply with the terms of the Service Provider Agreement, First Steps Kent may, upon written notice to the Service Provider, suspend the Service Provider Agreement in whole or in part.
2. The notice of suspension will be issued ten (10) calendar days prior to the effective date of suspension and will state the reasons for the suspension, any corrective action required of the Service Provider, the effective date and the right of the Service Provider to appeal the decision. Suspensions shall remain in effect until the Service Provider has taken corrective action satisfactory to First Steps Kent or given evidence satisfactory to First Steps Kent that such corrective action will be taken, or until First Steps Kent terminates the Service Provider Agreement. Under extreme conditions (danger to individuals served or improper use of funds), immediate notice of suspension may be given.
3. In suspending Service Provider Agreement operations, First Steps Kent shall determine the anticipated length of suspension and the extent of operations suspended.
4. New obligations incurred by the Service Provider during the suspension period will not be allowed unless First Steps Kent expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Service Provider could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Service Provider before the effective date of the suspension and not in anticipation of suspension or termination.
5. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) calendar days.
6. First Steps Kent may reinstate the suspended Service Provider Agreement operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
7. First Steps Kent financial participation in reinstated Service Provider Agreement operations may resume immediately upon reinstatement,

but not for any costs incurred for these Service Provider Agreement operations while they were suspended.

k. Contract Termination

1. If, through any cause, the Service Provider shall fail to fulfill its obligation within the term of the agreement or if the Service Provider shall violate any of the covenants, agreements, or stipulations of their contract, First Steps Kent shall thereupon have the right to terminate contracts with the Service Provider.
2. First Steps Kent reserves the right to immediately terminate or reduce a contract in place with a Service Provider, bypassing a contract probation or suspension period.
3. Notification of termination will be issued by written notice and sent by certified mail to the Service Provider of such termination including the effective date of termination and procedures to be followed for appeal.
4. Causes of termination shall include, but not be limited to:
 - i. Lack of availability of funds,
 - ii. The Service Provider violates conditions, under which the contract was approved,
 - iii. Program performance is inadequate as documented through monitoring visits,
 - iv. Other resources were unavailable,
 - v. Response to assessment findings is inadequate for two (2) semi-annual assessments,
 - vi. Violation of the Ready by Five Early Childhood Millage Code of Ethics,
 - vii. Suspension for more than three (3) consecutive months, and/or
 - viii. Extreme conditions including gross negligence in service delivery, misappropriation of funds, etc.
5. The Service Providers shall not be relieved of liability to First Steps Kent for damages sustained by First Steps Kent by virtue of any breach of the Service Provider Agreement by the Service Providers. First Steps Kent may withhold any payments to Service Provider for the purpose of set-

off until such time as the exact amount of damages due First Steps Kent from Service Provider is determined.

6. If the Service Provider Agreement is terminated as provided, the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed. Upon termination of a Service Provider Agreement, the Service Provider shall return to First Steps Kent, upon demand, any unencumbered funds and any equipment or personal property purchased with funds provided under the related Service Provider Agreement. Any equipment, supplies or personal property purchased with Service Provider Agreement funds must be disposed of. Any funds realized from the sale of such equipment, supplies or personal property must be returned to First Steps Kent or will be an adjustment to the projected costs.
7. If, any cause, alteration or changes take place in the rules, regulations, laws, or policies to which First Steps Kent is subject, or if there is any termination or reduction in the allocation or allotment of funds provided to First Steps Kent, First Steps Kent shall have the right to immediately terminate or reduce the Service Provider Agreement in place with a Service Provider. Such termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to Service Provider unless a different effective date is specified in the notice.
8. When financial support of a Service Provider Agreement terminates on completion of the approved Service Provider Agreement period or earlier, the Service Provider shall complete and submit a final project and financial report to First Steps Kent by the date established by First Steps Kent pursuant to the Service Provider Agreement.
9. Service Providers must cooperate with First Steps Kent staff and any new Service Providers selected by First Steps Kent to continue the terminated service. This refers to transfer of individual records, service plans and other pertinent information needed to provide a smooth seamless service transfer.

28. Service Provider Appeals Procedure

- a. The following decisions may be appealed:

1. Applicants for millage funding may appeal a First Steps Kent Board of Directors decision to deny a proposal for funding.
 2. Service Providers may appeal a First Steps Kent Board of Directors decision regarding probation, suspension, or termination of Service Provider Agreement.
- b. Unresolved differences pertaining to the above will be forwarded through the following process. All appeal proceedings shall be conducted within an aggregate time frame of sixty (60) calendar days, within which all the following shall occur:
1. Within seven (7) calendar days of Board action, First Steps Kent shall provide written notice to the affected party, of action to place on probation, suspend, terminate, not renew, or deny a Service Provider Agreement, including a notice that information and/or criteria on which the decision was based shall be available for review and that to be considered for an appeal, the affected party must file a request for an appeal within ten (10) calendar days of the receipt of the written notification of First Steps Kent action.
 2. The request for an appeal must be signed by the Service Provider's legal Chairperson or Chief Executive. The written notice from First Steps Kent shall include a statement that the affected party may appeal in person or may designate a representative to appeal the First Steps Kent decision.
 3. The chairperson of the First Steps Kent Board of Directors or their designee must respond to the request for an appeal, and set the time and place for the hearing, and send written notice of the hearing to the affected party, within thirty (30) calendar days of receiving the request for a hearing. The Chairperson of the First Steps Kent Board of Directors or their designee will preside at the hearing. The Chairperson of the First Steps Kent Board of Directors may change the time and place of a hearing if ten (10) calendar days written notice is given to the parties involved.
 4. At the discretion of the Chairperson of the First Steps Kent Board of Directors, First Steps Kent may secure records, books of accounts, and other pertinent information from the affected party. A record of the hearing shall be maintained.

5. Testimony may be given orally but not under oath. The Chairperson of the First Steps Kent Board of Directors can require written testimony.
6. The decision on an appeal will be rendered in writing within ten (10) calendar days after the hearing by the Chairperson of the First Steps Kent Board of Directors.
7. The affected party shall be sent a written notice with the hearing decision that the decision may be appealed within ten (10) calendar days of receipt of the notice.
8. If appealed, First Steps Kent's Board of Directors may decide how to proceed from the following two (2) options:
 - i. Proceed with binding arbitration in accordance with the provisions of the American Arbitration Association or a similar recognized professional arbitration association. The decision of the arbiter is binding and is not appealable to First Steps Kent. The arbiter shall determine the distribution of costs between parties.
 - ii. Request the appeal process advance to the Kent County Board of Commissioners and County Staff to determine a final answer.
9. A request for an appeal hearing may be refused by the Chairperson of the First Steps Kent Board of Directors for the following reasons:
 - i. Appellant's failure to comply with the appeals procedures and time frames as outlined above,
 - ii. Failure to show standing, and/or
 - iii. Appellant's requesting an appeal for actions by First Steps Kent other than those listed in Section a.

29. Disputes

- a. The Service Provider shall notify First Steps Kent in writing of its intent to pursue a claim against First Steps Kent for breach of any terms of the Service Provider Agreement. No suit may be commenced by the Service Provider for breach of the Service Provider Agreement prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period, the Service Provider, at the request of First Steps

Kent, must meet with the President of First Steps Kent for the purpose of attempting resolution of the dispute.

- b. In an occurrence resolution cannot be determined, the Service Provider and First Steps Kent may pursue binding arbitration in accordance with the provisions of the American Arbitration Association or a similar recognized professional arbitration association. The decision of the arbiter is binding and is not appealable to First Steps Kent. The arbiter shall determine the distribution of costs between parties.

30. Waiver Requests

- a. A Service Provider may request a waiver of the requirements listed in this Service Provider Manual by submitting a written request to First Steps Kent stating the reasons for the waiver.
- b. First Steps Kent will review the waiver request, and if it is within its jurisdiction, First Steps Kent will either approve or deny the waiver request based on whether it believes the waiver will enable the Service Provider to more effectively carry out its functions and responsibilities.
- c. First Steps Kent will respond in writing to the request within sixty (60) calendar days of receipt of the request.

B Financial Administration Requirements

1. Funds

a. Approval/Disapproval of Awards

1. The approval/disapproval of primary First Steps Kent funding awards by First Steps Kent will be accomplished through the following steps:
 - i. Proposals for First Steps Kent funding will be reviewed by the First Steps Kent Resident Proposal Review Board (RPRB).
 - ii. Recommendations for approval/disapproval of awards developed by the RPRB are then forwarded to the Executive Committee of the First Steps Kent Board of Directors for their review and development of recommendations to the full First Steps Kent Board of Directors.
 - iii. Recommendations from the Executive Committee are then forwarded to the full Board of Directors for their review and final approval/disapproval. The Board of Directors has authority to modify or place special conditions on any proposal for funding as deemed necessary to carry out the intent of Federal or State laws or regulations.
 - iv. Within seven (7) working days of Board of Directors action, First Steps Kent shall provide written notice, to the affected party, to accept or deny a proposal for funding. Included in a notification to deny a proposal will be a statement indicating the affected party's right to appeal the Board of Directors' decision.
 - v. Funding recommendations are forwarded First Steps Kent's Board of Directors for review and development of recommendations to the Kent County Finance and Physical Resources Committee.
 - vi. Final approval is made by the Kent County Board of Commissioners.
2. The Resident Proposal Review Board will include nine (9) members, comprised of four (4) parents of children aged 0-5 years old from different geographic areas of the county, two (2) County Commissioners, one (1) early childhood expert, one (1) First Steps Kent Board Member,

and one (1) County Senior Staff. The committee shall be inclusive of different ethnicities, races, religions, sexual identities, and/or genders.

3. Resident Proposal Review Board members will be selected as follows:
 - i. The two (2) County Commissioners serving on the board will be appointed by the Board Chair of the Kent County Board of Commissioners.
 - ii. The one (1) County Senior Staff will be selected by the Kent County Administrator's Office.
 - iii. The remaining positions will be recruited and selected by First Steps Kent. First Steps Kent will assure membership is representative of the different regions of Kent County (i.e. urban, rural) and is inclusive, with people of different ethnicities, races, religions, sexual identities, and/or genders.

b. Withholding of Funds

1. The Service Provider is responsible for fulfilling its obligations as stated in this Service Provider Manual and according to the terms within the Service Provider Agreement. Failure to meet these obligations in a timely and accurate manner will result in withholding funds until such obligations are met.

2. Method of Payment

a. Unit Rate Reimbursement

1. Services will be reimbursed on a unit rate basis up to the total amount of the funds awarded. Select services will be eligible for additional performance-based payment. All unit and performance-based rates will be fixed for the term of the Service Provider Agreement unless modified by mutual consent of the parties. Service Providers will be required to submit reports detailing units served depending on the service provided. Reports will be due per the Financial Administration Schedule documents, which will be provided at the beginning of each calendar year. Forms and instructions for reporting are provided at the beginning of each calendar year and are subject to change during the year. Late or incomplete/incorrect reports may result in a delay of payment.

b. One-Time Grants

1. Service Providers will be required to submit reports detailing expenses for approved One-Time Grants. Forms, instructions, and reports are provided at the beginning of each calendar year and are subject to change during the year. Reimbursement will be made for actual documented expenses approved in the budget.

3. Budget

a. Client Donations

1. Service Providers are required to solicit voluntary and confidential donations of any amount from families participating in Ready by Five Early Childhood Millage funded programs. No one may be denied service for not donating.
2. Client donations must be used for allowable costs under the Ready by Five funded programs through which they were generated to increase or expand the services offered.
3. All client donations received must be utilized first to expand the existing service in the month they are collected. At year end, client donations may be used for one-time purchases with approval of First Steps Kent staff.
4. The Service Provider agrees to maintain accounting procedures and practices which will account for client donations on a cumulative basis and report them as received. When costs incurred by the Service Provider are paid for with client donations, the Service Provider's financial records and reports submitted to First Steps Kent must accurately reflect the expenditure of such funds.
5. Except for donations for services/programs received, no representative from any Service Provider may solicit other contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy by any program participant.
6. Each program must have in place a written procedure for handling all client donations upon receipt, which includes at a minimum:

- i. Daily counting and recording of all receipts by two unrelated individuals.
 - ii. Provisions for sealing, written acknowledgment, and transporting of receipts to either deposit in a financial institution or secure storage until a deposit can be arranged.
 - iii. Reconciliation of deposit records and collection records by someone other than the depositor or counter(s).
7. Private pay or locally funded fee-for-service programs must be tracked separate and distinct from millage-funded programs.
8. All Service Providers will have a gift acceptance policy that requires review of any non-standard contribution (i.e. computer, car, etc.) designated towards a Ready by Five funded program.

4. Cost Sharing

- a. Unless the service is exempt, each Service Provider must implement the Ready by Five cost sharing policy.
- b. The Ready by Five Early Childhood Millage Cost Sharing Policy (See Appendix D) is updated annually and will be provided at the beginning of each calendar year.
- c. Service Providers must also ensure that:
 1. Cost sharing is adequately explained to the family when services begin to answer all questions about required payment.
 2. Prior to services beginning, the responsibility for payment must be determined according to the directions in Appendix D.
 - i. Verification of income and cost share responsibility must be completed annually.
 - ii. Documentation must be retained on file by the Service Provider.
 - iii. Confidentiality of income must be maintained.
 3. Cost sharing statements are sent from the Service Provider to an individual by the 15th of the month following the previous month of services. Immediate payment will be requested.

4. Cost sharing payments are recorded on the financial report on the month collected and are deducted from that month's reimbursement rate.
 5. Ready by Five recommends that all Service Providers adopt a financial policy that delineates how Cost Sharing revenue will be tracked separate from other contributions or payment for services received. Cost Share information will be reviewed at each annual Ready by Five Annual Assessment Review.
 - i. Cost Sharing revenue must be tracked by the individual client for every family that qualifies for Cost Sharing.
 - ii. Tracking must include how much is owed by each family and how much is collected.
 - iii. Donation revenue is tracked separately from Cost Sharing revenue and does not need to be tracked at the client level.
 6. Additional requirements outlined in Appendix D are followed.
- d. A Service Provider may submit in writing a request to be waived from the cost sharing requirements. First Steps Kent will consider a request for reasons including, but not limited to: the cost sharing requirement is prohibited by a current source of funding, cost is not applicable to the target population being served, conflicts with accreditation, or conflicts with any other authority providing program fidelity administration. A request for a waiver will not be considered on the basis of the Service Provider incurring a cost to implement the cost share process.

5. Purchasing Requirements

- a. The Request for Proposal issued by First Steps Kent for each service will specify if the purchase of real property and equipment is an allowable expense. If the Service Provider Agreement allows for it, purchases, transfers, replacements, or dispositions of real property and equipment made by Service Providers must conform to the provisions below:
 1. The Service Provider must maintain records enough to detail the significant history of a purchase. This should include, but not be limited to rationale for the method of purchase, Service Provider selection or rejections, and the basis for price.

2. Affirmative steps should be taken to assure that small, minority, and women-owned businesses be utilized when possible as a source of supplies, equipment, and construction.
 3. The Service Provider is responsible for the settlement of all contractual and administrative issues arising from procurement.
 4. The Service Provider must maintain a written standard of conduct, which shall govern the performance of their officers, employees, or agents. Service Provider's officers, employees, or agents shall neither accept nor solicit gratuities, favors, or anything of monetary value from potential sources of purchase.
- b. Technology for the purposes of supporting program delivery may be purchased under the following conditions:
1. Qualifying purchases would include property costing less than \$1,000 per unit.
 2. Fees related to insurance, service packages, and special add-ons will not be covered. If purchasing agency is tax exempt, fees rated to tax will not be covered.
 3. Technology is for use by individuals enrolled in Ready by Five services and/or staff funded by Ready by Five. Technology may be loaned to families who currently do not have access to internet or necessary hardware to participate in virtual Ready by Five
 4. A Service Provider must have internal controls in place to track technology assignments that are loaned to families or used by program staff.
 5. A Service Provider must have a policy that describes the plan to safeguard sensitive information that may be housed within the technology.

6. Reprogramming and Redistribution

- a. A Service Provider shall be considered for reprogramming when spending is ten percent (10%) below the funding level or (10%) ten percent underserved at midpoint of the Service Provider Agreement.

- b. If at the end of the first six (6) months of a Service Provider Agreement year, a Service Provider is found to be under serving or under spent by ten percent (10%) or more, the Service Provider may be required to provide an explanation and a plan to catch up. If the Service Provider is unable to develop a reasonable and sound plan for spending the under spent funds, these funds can be captured by First Steps Kent for redistribution to another service provider.
- c. If at the end of the first nine (9) months of a contract year, a Service Provider is found to be under serving or under spending by ten percent (10%) or more; the Service Provider is required to provide an explanation and a plan to catch up. If the Service Provider is unable to develop a reasonable and sound mechanism for spending the under spent funds, these funds can be captured by First Steps Kent for redistribution to another Service Provider.
- d. The agreed upon plan will be documented in writing.
 - 1. A plan will include modification of budgeted expenses, expected financial projections and narrative of changes from original proposal.
 - 2. Material changes beyond modifications in budgeted line item expenses and not exceeding the original Service Provider Agreement allocation (i.e. such as changes in staffing, required data collection, and implementation of the programming timeline) will be considered a material change requiring a Service Provider Agreement amendment or revision (See Service Provider Agreement Revisions or Amendment Policy).
- e. When funds have been determined eligible for reprogramming or redistribution, First Steps Kent staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, First Steps Kent can determine that funds should be captured; however, final decision rests with the First Steps Kent Board of Directors.
- f. If funds are to be captured, the following procedure will be followed:
 - 1. The Service Provider must be notified in writing at least ten (10) calendar days prior to the First Steps Kent Board of Directors meeting, at which time the capture issue will be considered.
 - 2. If the Service Provider disagrees with the need for capture, written explanation of that disagreement must be received by First Steps Kent at

least two (2) working days prior to the Board of Directors meeting.

3. Reasons for and against capture in each case will then be presented to the Board of Directors concurrently. Decisions of the Board of Directors relative to capture are final.
4. Funds which are not spent as a result of Service Provider Agreement termination will automatically be captured.

g. Procedures for Redistribution of Captured Funds

1. Requirements for agencies wishing to be considered for captured funds are delineated below in accordance with the nature of the applicant:

Application Type	Application Requirements
1. Current Service Providers desire additional funds for currently funded services.	<ol style="list-style-type: none"> a. Narrative explaining why added funds are needed and how added funds will be used. b. A budget for the additional funds.
2. Current Service Providers desire funds for a new service.	Submission of an abbreviated application provided by First Steps Kent.
3. New Service Providers	Submission of a complete proposal.

2. It should be noted that the request for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, First Steps Kent shall not begin or expand services beyond the level that can be realistically maintained for the following year.
3. Finally, ongoing communication between First Steps Kent and the Service Provider is crucial to effectively implement the Reprogramming and Redistribution Policy. First Steps Kent staff will contact Service Providers if inconsistencies show in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Providers should alert First Steps Kent staff under the following circumstances:
 - i. If problems are experienced in the management of funds, including bookkeeping and reporting.

- ii. If under spending or under serving is occurring and the Service Provider wishes to spend the money in another manner for the same service.
- iii. If the Service Provider requires more funds for a service and wishes to be considered a candidate for the redistributed funds acquired by First Steps Kent through the capture process.

7. Financial Records

a. Equipment Inventory

1. The Request for Proposal issued by First Steps Kent for each service will specify if the purchase of equipment is an allowable expense. For accounting purposes, First Steps Kent requires accounting for and inventory of all non-expendable property costing \$1,000 or more per unit.
 - i. For each item of equipment with an acquisition cost of \$1,000 or more per unit or, for nutrition items with a life expectancy of one year or more regardless of acquisition cost the inventory records shall include:
 - a. A description of the equipment including manufacturer's model number,
 - b. An identification number, such as manufacturer's serial number,
 - c. Identification of the Service Provider Agreement under which the recipient acquired the equipment,
 - d. Information needed to calculate the First Steps Kent share of the equipment,
 - e. Acquisition date and unit acquisition cost,
 - f. Location, use, and condition of the equipment and the date the information was reported, and
 - g. All pertinent information on the ultimate transfer, replacement, or disposition of the equipment.
 - ii. An annual physical inventory of equipment shall be taken, and the results reconciled with the property records to verify the

existence, current utilization, and continued need for the equipment. Any difference between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences.

- iii. With the acquisition or disposal of any piece of property, the purchaser must notify his or her insurer. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. In the event of fire, theft, or other loss, the purchaser must notify First Steps Kent immediately after notifying the appropriate local officials.
- iv. All components of a "fabricated" piece of property must be inventoried. An example of this type of fabrication may be several microphones, a sound mixer, and a tape recorder, comprising a hearing recording system. Each component must be inventoried separately, though each component may cost less than \$1000.
- v. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- vi. For insurance purposes, the Service Provider Agreement shall maintain a list of all non-expendable items. Non-expendable property items may include desks, tables, chairs, computers, calculators, etc. All other property should be considered "expendable." Expendable property items may include pencil sharpeners, tape dispensers, paper trays, desk lamps, etc.
- vii. All equipment purchased with Ready by Five Millage funding is the property of Kent County. If a Service Provider Agreement is terminated, all equipment purchased under that Service Provider Agreement must be returned to Kent County.

b. Record Maintenance

1. The Service Provider agrees to maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect generally accepted accounting practices.
2. The Service Provider agrees to collect data of a fiscal nature on a regular basis and to make fiscal reports at times prescribed by, and in a form acceptable to First Steps Kent.

3. The Service Provider must ensure current and accurate reporting of the financial status of the Service Provider Agreement. Adequate identification of the source and use of funds, effective accountability for property, provision for comparison of actual with budgeted amounts by service category, and provision of unit cost information are required.
- c. Record Retention
1. The Service Provider is required to retain all financial records, supporting documents, and other records required by Federal and State government agencies or otherwise reasonably considered pertinent to the Service Provider Agreement.
 2. 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 records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
 3. The retention period for equipment records starts from the date of the equipment's disposition, replacement, or transfer at the direction of First Steps Kent.

8. Closeout

- a. When the Service Provider Agreement is concluded or terminated, the Service Provider shall provide First Steps Kent within sixty (60) calendar days (unless otherwise notified) after conclusion or termination, with all financial, performance and other reports required as a condition of the Service Provider Agreement. First Steps Kent shall make payments to the Service Provider for allowable reimbursable costs not covered by previous payments. The Service Provider shall immediately refund to First Steps Kent any payments or funds advanced to the Service Provider in excess of allowable reimbursable expenditures.
- b. The Service Provider shall retain all books, records, or other documents relevant to the Service Provider Agreement for three (3) years after final payment, at Service Provider's cost. If a compliance assessment is initiated prior to the expiration of the three-year period, and extends past that period,

all documents shall be maintained until the compliance assessment is closed.

9. Carry-Over Policy

- a. The Service Provider shall expend any and all payments solely for the purposes specified in the Service Provider Agreement and refund First Steps Kent any un-obligated amounts in accordance with the Reprogramming and Redistribution Policy or within ninety (90) calendar days of termination or completion of the Service Provider Agreement.
- b. First Steps Kent may offset against any amounts due under the Service Provider Agreement which are determined by First Steps Kent to have been disallowed cost or un-obligated program funds under any previous or current Service Provider Agreements with First Steps Kent.

10. Financial Audits

- a. All non-profit organizations with annual revenue over \$525,000 are required to complete a financial audit. Organizations receiving between \$275,000 and \$525,000 must have a financial examination or review performed at least every two years.
- b. Audits shall usually be performed annually but not less frequently than every two years.
- c. It shall be the responsibility of the Service Provider to contract with a Certified Public Accountant (CPA) firm or individual to conduct an examination of the records and statements and a determination of their fairness and accuracy.
 1. The audit shall be performed in accordance with generally accepted auditing standards including the standards of the U.S. General Accounting Office's publication "Standards for Audit of Governmental Organizational Programs, Activities, and Functions."
 2. The purpose of the audit shall be to determine the effectiveness of the financial management systems and internal procedures established by the Service Provider to meet the terms of the Service Provider Agreement.

3. Nothing in this section is intended to limit the right of First Steps Kent or Kent County to conduct an audit of Service Provider Agreement operations.
4. The Service Provider shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations.
5. Service Providers will submit a copy of the financial audit or financial review to First Steps Kent within fourteen (14) business days of Service Provider's receipt of the audit report.

11. Liability for Damages and Disallowed Costs

- a. Notwithstanding any term or condition of the Service Provider Agreement to the contrary, the Service Provider shall not be relieved of liability to First Steps Kent for damages sustained by First Steps Kent by virtue of any breach of the Service Provider Agreement by the Service Provider or any disallowed cost, and First Steps Kent shall have the right to demand of the Service Provider, within a period of time specified by First Steps Kent, the return of any Service Provider Agreement funds used for such disallowed costs.

12. Reporting Requirements

- a. Fiscal reports will be required depending upon services contracted and defined in the Service Provider Agreement. Reports will be due per the Financial Administration Schedule document, which will be provided at the beginning of each calendar year. Forms and instructions will be provided to Service Providers at the beginning of each calendar year, which will be updated as changes occur.
- b. Reports may only be signed by persons who are authorized to sign on behalf of their agency.
- c. Late reports or incomplete/incorrect reports may result in a delay in the payment of funds. Failure to submit reports over an extended period may result in Service Provider Agreement probation.

II. First Steps Kent Responsibilities

A Service Provider Agreement and Financial Administration

1. First Steps Kent shall be responsible for development, coordination, implementation and administration of the millage services delivery system(s) for millage-funded programs serving children through age five and expectant parents.
 - a. First Steps Kent can contract with a non-profit corporation (pursuant to P.A. 162 of 1982), or a for-profit corporation (pursuant to P.A. 284 of 1972), or a unit of general-purpose government or agency thereof.
 - b. First Steps Kent encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.
 - c. Program and Fiscal Assessment
 1. First Steps Kent will assure service provider quality through annual monitoring including the tracking of performance goals and standards, outcomes, and reporting. First Steps Kent will conduct one program assessment and one fiscal assessment of Service Provider's performance each calendar year. A subsequent assessment is not required but may be conducted for any Service Provider found to be out of compliance with these Policies and Procedures. A second assessment is not required in follow-up to recommendations made by the First Steps Kent.
 2. First Steps Kent will develop an assessment schedule by December 1 of the calendar year.
 3. The Ready by Five Early Childhood Millage assessment tool used by First Steps Kent and approved by Kent County will address compliance with:
 - i. Service Provider Agreement specifications
 - ii. Approved service definitions
 - iii. Generally accepted and required accounting principles

- iv. Quality of service
 - v. Policies and standards adopted by First Steps Kent
 - vi. Progress on resolving corrective actions required by prior assessments
 - vii. Data sharing and reporting requirements
4. First Steps Kent will provide each Service Provider written feedback outlining findings of each assessment, any corrective action, and recommendations within sixty (60) calendar days after the completion of the assessment. In cases where corrective action is needed, First Steps Kent shall:
- i. Determine due dates by which Service Providers must be in compliance.
 - ii. Approve a corrective action plan, which must be developed and submitted by Service Provider to First Steps Kent detailing the dates the program must be in compliance.
 - iii. Monitor the Service Provider's performance in accomplishing the necessary corrective action.
 - iv. Indicate perceived technical assistance needs and identification of resources available from First Steps Kent and other sources for use in developing a plan to address those needs.
5. If due dates extend beyond the Service Provider Agreement period, completion of the corrective action will be made a condition of any further contracts with the Service Provider.
6. The Service Provider must respond in writing to First Steps Kent in order to acknowledge the intent to resolve compliance items. A response to recommendations for improving operations need not be required.
- d. Technical Assistance
1. First Steps Kent is available and willing to provide technical assistance to Service Providers who request such assistance. Technical assistance may also be provided by First Steps Kent when First Steps Kent determines that the Service Provider needs assistance in a particular area. Examples of technical assistance include, but are not limited to:

- i. Assistance with financial or program reporting.
 - ii. Improving quality of service delivery.
 - iii. Assistance in complying with First Steps Kent assessment, recommendations.
 - iv. Assistance in meeting the objectives of the Service Provider Agreement.
2. To request assistance, the Service Provider may contact the appropriate First Steps Kent staff. First Steps Kent will provide the assistance at a time and place convenient to the Service Provider and will continue to provide the particular assistance until both the Service Provider and First Steps Kent are satisfied the subject in question has been resolved.
3. In certain circumstances, First Steps Kent may find it necessary to refer the Service Provider to a third party for specialized assistance. In such cases, the Service Provider will be responsible for all costs incurred, unless otherwise stated in a written agreement with First Steps Kent.
4. Finally, during the calendar year, First Steps Kent may survey Service Providers to determine appropriate county-wide subject areas for technical assistance that may be provided to groups in a training format at various locations within the region.

Appendix A: Ready by Five Equity and Inclusion Impact Statement

First Steps Kent aspires to be an innovative and courageous leader supporting a community where all children and families are healthy, safe, and strong. Ready by Five investments will support an early childhood system that helps all children and families thrive will lead to a community in which everyone can fully participate and contribute. Our leadership involves not only promoting policies and practices that address equity, but also working to dismantle structural and institutional racism and inequity that harms our community's children.

Ready by Five programming recognize that equity is not the same as equality. The path to equity requires that the community provide more support and resources to the families in our community that are challenged by compounding inequities based on their race and ethnicity – health, education, housing, economic opportunities, among others – that put them at a disadvantage and limit their ability to reach their full potential. Ready by Five funded programs have an important role to play in this process. Our goal is that race and ethnicity are no longer predictors of life outcomes.

As the Ready by Five Network, we commit to ensuring equity in terms of race, ethnicity, sexual orientation, gender, age, ability, and other protected categories of individuals, is embedded in our structure, policies, strategic planning, and advocacy efforts. Promoting equity is critical to truly making a difference in the lives of those we serve. To that end, we make a conscious and explicit effort to:

- Ensure our work focuses on the elimination of disparities in child outcomes;
- Educate ourselves and others to improve understanding of explicit bias and the historical context of inequities, which is vital to recognizing and dismantling barriers to improved outcomes;
- Critically examine policies and practices using a racial equity lens and work to ensure that both their intent and impact will promote fairness and equity;
- Model as organizations the changes we want to see implemented throughout our community and advocate for the elimination of institutional and structural racism in systems we influence; and
- Serve our community's children through active engagement of their families, listening to their needs, understanding their strengths, and advocating for needed policies, programs, and supports.

Appendix B: Ready by Five Code of Ethics

1. GENERAL INFORMATION

- a. The purpose of this Code of Ethics is to outline ethical principles that will set standards for the First Steps Kent Board of Directors, the Resident Proposal Review Board, First Steps Kent staff, and individuals, groups, and agencies who work in a paid or volunteer capacity serving families with children through age five (5).
- b. In order to assure that services to families with children through age five (5) are conducted effectively, objectively, and without improper influence, all persons involved must maintain the highest level of integrity. Also, they must not do indirectly that which is improper to do directly. All persons involved must avoid conflicts of their private interests with public duties and responsibilities. Failure to observe any of these standards is cause for disciplinary action.

2. RESPONSIBILITIES OF SERVICE PROVIDER

- a. Each organization funded by the Ready by Five Early Childhood Millage shall be responsible for observing the rules of conduct set forth in this code and shall acquaint themselves with the rules that relate to their ethical and other conduct as a Service Provider with the Ready by Five Early Childhood Millage.
- b. If, through any cause, a violation of the Code of Ethics occurs, any organization funded with Ready by Five Early Childhood Millage funding is subject to contract suspension, probation and/or termination.

3. CONFIDENTIAL INFORMATION

- a. Organizations funded with Ready by Five Early Childhood Millage funding shall not, directly or indirectly, make use of or permit others to make use of, for the purpose of furthering a private interest, official information not made available to the general public. For example, names of recipients shall not

be made available to the public. Such use of official information is clearly a violation of public trust. In addition, information in possession of the network and not generally available may not be used for private gain.

- b. Organizations funded with Ready by Five Early Childhood Millage funding may not use their official position or confidential information acquired in the course of their official duties to further their personal interest or to secure privileges or exemptions for themselves or others.

4. MANDATORY REPORTING OF ABUSE, NEGLECT, AND EXPLOITATION

- a. Each service program shall have a written procedure in place to bring to the attention of appropriate officials for follow-up, condition or circumstances that place the child, or the household of the child, in imminent danger (e.g. situations of abuse or neglect).

5. GIFTS, ENTERTAINMENT, FAVORS, GRATUITIES AND EXPENSES

- a. Organizations funded with Ready by Five Early Childhood Millage funding shall have a gift acceptance policy that requires review of any non-standard contributions.

6. HOLDING OFFICE IN PROFESSIONAL SOCIETIES

- a. Employees of organizations funded with Ready by Five Early Childhood Millage funding may be members of professional societies and be elevated or appointed to office in such a society. Persons involved with the Ready by Five Early Childhood Millage shall avoid conflict of interest in connection with such membership.

7. FINANCIAL INTEREST

- a. Persons involved with the Ready by Five Early Childhood Millage shall not have a direct or indirect financial interest that conflicts with their official duties and responsibilities.

8. PROCUREMENT STANDARDS

- a. Organizations funded with Ready by Five Early Childhood Millage funding shall maintain a code or established standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding and administration of contracts for the procurement of supplies, equipment, construction, and services whose cost is borne by Ready by Five Early Childhood Millage funding.
- b. All individuals who are employees, officers or agents of a Ready by Five Early Childhood Millage funded organization shall at all times disclose to First Steps Kent (and First Steps Kent will disclose to Kent County) any potential conflict in the selection, award or administration of a contract where, to their knowledge, any of the following has a financial interest in that contract:
 1. The employee, officer or agent
 2. Any member of their immediate family
 3. Their partner
 4. An organization in which any of the above is an officer, director or employee
 5. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment
- c. Any member serving on the Resident Proposal Review Board and First Steps Kent Early Childhood Commission must disclose other potential conflict of interest and abstain from discussing a motion, making a recommendation, and voting whenever their personal or agency's interest is involved.

9. CONDUCT ON THE JOB

- a. All employees serving in positions funded by Ready by Five Early Childhood Millage funds must demonstrate concern and appreciation of the heritage, values and wisdom of families with children through age five (5) providing assistance, assuring the dignity and individual rights of families with children through age five (5) served. Courtesy, consideration, and promptness in dealing with other agencies, individuals served, and organizations must be

shown in carrying out official responsibilities.

10. NON-DISCRIMINATION

- a. Neither persons involved with the Ready by Five Early Childhood Millage nor individuals served shall be discriminated against because of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, or sexual orientation.

11. WHISTLE BLOWER

- a. Organizations funded with Ready by Five Early Childhood Millage funds are required to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Organizations are expected to have procedures in place that ensure all employees funded with Ready by Five Early Childhood Millage funding have the ability to report suspected violations of the Ready by Five Early Childhood Millage policies or illegal activities within their respective organization.
- b. It is contrary to the values of the Ready by Five Early Childhood Millage for anyone to retaliate against any board member, officer, employee, volunteer, or individual who in good faith reports an ethics violation; a suspected violation of law, such as discrimination or fraud; or suspected violation of any regulation governing the operations of the Ready by Five Early Childhood Millage. Anyone who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.
- c. Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Appendix C: Ready by Five Early Childhood Millage Intake, Referral, and Consent Specifications

A Standard Intake Information Collected

Intake information will be collected in the format as defined in the Ready by Five Data Collection Policy.

B Referrals

For Service Providers funded by the Ready by Five millage providing referrals must obtain client consent allowing the agency to which the referral is made to share information from the client with the referring Service Provider in a manner and for the limited purposes consistent with these Specifications and the Ready by Five Data Collection Policy.

Service Provider shall obtain the client's informed written consent prior to making any client referrals to other agencies providing services. Such consent must be in writing unless obtaining written consent is deemed impracticable by the Service Provider, in which case consent may be obtained by telephone.

If consent is obtained by telephone, Service Provider shall create and maintain a contemporaneous written record of the telephone conversation.

If a Ready by Five Service Provider collects consent over the telephone, they must relay all parts of the written Ready by Five Early Childhood Consent Form to any client whose information is to be disclosed.

C Informed Consent Requirements

A consent must be signed by the expectant mother or legal guardian of the child served prior to services beginning.

Service Providers shall undertake diligent efforts to obtain consent from families served. By signing the consent, the legal guardian may still decline to provide specific information required in the Standard Data Collection Intake/Demographic Fields.

Information about children and families collected in the conduct of Service Provider's responsibilities may not be disclosed without the informed written consent of the child's legal guardian unless that disclosure is required by a court order or for program monitoring by authorized agencies.

Service providers may supplement the required consent language below to address particular needs or concerns of their programs, but any such additional consent language must be approved by First Steps Kent. Under no circumstance may the required consent language set forth below be omitted from the consent obtained by the Service Provider.

The Ready by Five Early Childhood Millage Privacy Notice provides specific information for how data may be used and for how long data may be retained. This Privacy Notice is available on the First Steps Kent website and must be offered and made available in writing to all clients prior to seeking or obtaining their signed Informed Consent document.

Informed Consent Form Required Content

By providing your signature below, you consent to the following sharing of your or your child's personal information as described as follows.

To best meet your and your child's needs, [Service Provider] may be referring you to programs you are interested in. [Service Provider] will share individual information about you and your child only with programs that you have said you wish to receive services from. You are consenting to [Service Provider] receiving updates on your and your child's status of services from programs where you have accepted services.

If in any follow-up phone calls or visits with a [Service Provider] representative, you wish to receive additional services that are not accepted on today's date of signed consent, you agree that [Service Provider] may make such referrals and exchange your information with the provider of the referred service based upon your verbal consent.

Kent County's Ready by Five Millage is providing the funding for services to expectant mothers and families with children through the age of five. As part of receiving Ready by Five Millage funding, Service Provider] is required to collect specific data regarding the children and families served and services provided. This data will only be shared with

your consent. The type of information that [Service Provider] will be collecting for Ready by Five Millage reporting includes:

- Child name, birth date, gender, race/ethnicity, address, and insurance type
- Caregiver name, address, education, insurance type, marital status, employment status, household characteristics, household income and primary language spoken in the home
- Information on the [Name of Service here] services received such as date, location, type of service received, and satisfaction of services
- [Outreach and Navigation Only] Information on referrals to services and resources and if the family received requested service or resources
- [Home Visiting and Healthy Development Only] Information about expectant mother's pregnancy and baby including due date and voluntarily self-reported health information about access to prenatal care, tobacco use, non-prescription drug use, breastfeeding, access to supplemental programs such as WIC, and concerns with post-partum well-being
- [Home Visiting and Healthy Development Only] Information voluntarily reported by the primary caretaker about the child including information such as status of child's immunizations, involvement of welfare services (if applicable), child development screening, and information on related referrals (if applicable)
- [Healthy and Safe Homes Programming Only] Information voluntarily reported by the primary caretaker about the child including health information about identified concerns related to home environment such as increased blood lead level, confirmation of blood lead screening, identified asthma risks, and information on related referrals (if applicable)

You and your child's information will be shared so it can be used for the purposes of community reporting, program quality improvement, and program evaluation. You and/or your child's information will be shared with the Kent County Health Department. The Kent County Health Department will provide limited data about your child to The Kent Intermediate School District. You and your child's information will be de-identified, meaning a child or parent will not be named in the data reports sent to First Steps Kent.

All reports made publicly available to the community by [Service Provider], Kent County Health Department and First Steps Kent will contain only de-identified information. This means that a child or parent will not be named and no reports will include any information that would allow people to determine your or your child's identity or that you or your child received a millage-funded service. Information specifically about you or

your child individually will not be shared without your expressed written consent.

You may cancel this consent form at any time by sending a cancellation request in writing to [Service Provider] at the following address: [add contact and email or address here].

A more specific description of how your information will be shared and used for the purposes of Ready by Five Early Childhood Millage can be found as part of the Ready by Five Privacy Notice on the First Steps Kent website at www.firststepskent.org/readybyfiveprivacy.

[NOTE: If applicable, Service Provider may include this additional language] Please review [Service Provider's] Privacy Notice for a complete description of how your information will be used by [Program Name].

Formulario del contenido requerido de consentimiento

Al proporcionar su firma a continuación, usted acepta compartir la siguiente información personal suya o la de su hijo/a como se describe a continuación.

Para mejor satisfacer las necesidades de usted y las de su hijo/a, (Proveedor de Servicios) puede referirle a los programas que más le interesan. (Proveedor de Servicios) compartirá la información individual sobre usted y su hijo/a sólo con los programas que usted indicó desear recibir información. Usted está dando su consentimiento a (Proveedor de Servicios) para recibir actualizaciones sobre su estado y el de su hijo/a de los programas que aceptó sus servicios.

Si en alguna llamada telefónica de seguimiento o visita con un representante de (Proveedor de Servicios) desea recibir servicios adicionales que no han sido aceptados en la fecha de consentimiento firmado hoy, usted acepta que (Proveedor de Servicio) pueda referirle e intercambiar su información con el servicio del proveedor referido, basado en su consentimiento oral.

Kent County Ready by Five Millage, proporciona los fondos para los servicios a mujeres embarazadas y a familias con hijos/as hasta los cinco años de edad. Como parte de recibir financiación a través de Ready by Five Millage, (Proveedor de Servicios) debe recopilar datos específicos sobre los hijos/as y las familias atendidas y de los

servicios ofrecidos. Estos datos sólo se compartirán con su consentimiento. El tipo de información que (Proveedor de Servicios) recopilará para los informes de Ready by Five Millage incluye:

- Nombre del niño, fecha de nacimiento, sexo, raza, dirección y clase de seguro médico.
- Nombre del cuidador, dirección, educación, tipo de seguro médico, estado civil, estado laboral, características del hogar, ingresos e idioma que se habla en el hogar.
- Información sobre (Nombre del Servicio aquí) servicios recibidos, como la fecha, ubicación, tipo de servicio y la satisfacción de los servicios.
- (Servicios de Alcance y Navegación solamente) Información sobre referencias a servicios y recursos y si la familia recibió los servicios o recursos solicitados.
- (Visitas al Hogar y Desarrollo Saludable solamente) Información sobre el embarazo de futuras madres y bebés, incluida la fecha de parto y la información voluntaria de la salud sobre el acceso a la atención prenatal, el consumo de tabaco, el uso de medicamentos sin receta, la lactancia materna, acceso a programas complementarios como WIC y preocupaciones sobre el bienestar del posparto.
- (Visitas al Hogar y Desarrollo Saludable solamente) Información comunicada voluntariamente por el cuidador sobre el niño, incluyendo información sobre el estado de las vacunas del niño, la participación de los servicios de asistencia social (si corresponde), la evaluación del desarrollo del niño e información sobre referencias relacionadas (Si corresponde)
- (Programación de Hogares Seguros y Saludables solamente) Información voluntariamente comunicada por el cuidador sobre el niño, incluida la información sobre las preocupaciones relacionadas con el entorno del hogar, como el aumento del nivel de plomo en la sangre, confirmación de la detección de plomo en la sangre, riesgo de asma e información sobre otras áreas relacionadas (si corresponde)

La información de usted y la de su hijo/a será compartida para que pueda usarse con fines comunitarios, calidad del programa y evaluación del programa.

La información de usted y/o la de su hijo/a será compartida con el Departamento de Salud del Condado de Kent. El Departamento de Salud del Condado de Kent, proporcionará datos limitados sobre su hijo a Kent Intermediate School District. La información de usted y la de su hijo/a será des-identificada, lo que significa que un niño o un padre no será nombrado en los informes de datos enviados a First Steps Kent.

Todos los informes puestos a disposición de la comunidad por (Proveedor de Servicios), al Departamento de Salud del Condado de Kent y a First Steps Kent, contendrán sólo información des-identificada. Esto significa que un niño o los padres no serán nombrados y ningún informe incluirá información que permita a las personas determinar su identidad o la de su hijo/a o que usted o su hijo/a recibieron un servicio financiado por este impuesto (millage). La información específica sobre usted y su hijo/a individualmente no se compartirá sin su consentimiento por escrito.

Puede cancelar este formulario de consentimiento en cualquier momento enviando una solicitud de cancelación por escrito a (Proveedor de Servicios) a la siguiente dirección: (agregue contacto y correo electrónico o dirección aquí).

Se puede encontrar una descripción más específica de cómo se compartirá y utilizará su información para los fines de Ready by Five Early Childhood Millage como parte del aviso de privacidad de Ready by Five en la web de First Steps Kent. www.firststepskent.org/readybyfiveprivacy.

NOTA: Si corresponde, el Proveedor de Servicios puede incluir este lenguaje adicional. Revise el aviso de privacidad de (Proveedor de Servicios) para obtener una descripción completa de cómo su información será utilizada por (Nombre del Programa).

D Notice of Privacy Practice

A copy of the following Notice of Privacy Practice must be offered and available to each client to whom services are provided.

Ready by Five Early Childhood Millage Privacy Notice

EFFECTIVE: APRIL 15, 2020

This First Steps Kent Privacy Practice describes how personal information about you and your child may be used and disclosed by programs funded by the Ready by Five Early Childhood Millage. Please review it carefully.

Who will follow this notice:

Ready by Five Early Childhood Millage funding for programing is made possible because

of the generosity of Kent County taxpayers and the voter approved Ready by Five Early Childhood Millage. This millage provides dedicated and sustainable funding for programs that improve the health, school readiness, and well-being of children through the age of five in Kent County. First Steps Kent is the administrator of the Ready by Five Early Childhood Millage.

How the Ready by Five Service Provider will disclose your personal information for the purposes of reporting:

For the purposes of Ready by Five Early Childhood Millage reporting by your selected Service Provider, you and your child's information is collected and then securely sent to the Kent County Health Department.

Your Service Provider will keep the information about you and your child so long as it remains a service provider funded by the Ready by Five Early Childhood Millage. If you or your child continue to receive services from your service provider after the Ready by Five Early Childhood Millage funding ends or your child enrolled is no longer eligible, the Service Provider may continue to keep your and your child's information to offer continued programming and supports to you and your child. A program that is not funded by the Ready by Five Early Childhood Millage will not continue to share that information with others except as you direct.

Information shared by your Service Provider with the Kent County Health Department as part of the Ready by Five program will be indefinitely retained by the Kent County Health Department after your family or child stops receiving services from the service provider.

For additional information regarding protections applicable to personal health information, refer to Kent County's HIPAA Privacy Notice available at <https://www.accesskent.com/Health/Publications/hipaa.htm>

Additional ways your and your child's information will be shared:

The Kent County Health Department will share limited information about your child with the Kent Intermediate School District in order to allow them to assist in the long-term evaluation and effectiveness of Ready by Five services. This may include research that involves the joining of the information collected at the Kent County Health Department to Kent Intermediate School District.

The information that Kent County Health Department may share with Kent Intermediate School District is limited to your child's first and last name, date of birth and gender. The Kent County Health Department will not provide any identifiable information about you or your child to anyone else without your consent.

For each set of child-identified information provided, Kent ISD, with permission from the primary school district, may provide to Kent County Health Department one or both of the following assessments your child will participate with, including: a) Kindergarten Readiness Assessment data for the child's first year of kindergarten, and b) end-of-year Preschool Assessment data (only if your child is enrolled in preschool at Head Start or a program receiving Great Start Readiness Program funding). Kent ISD may share this information in a de-identified format with First Steps Kent.

The Kent County Health Department also may provide de-identified data regarding you and your child to First Steps Kent. De-identified information generally refers to personal information about you or your child individually that has removed any information that would allow people (including First Steps Kent) to determine your or your child's identity or participation in a Ready by Five Millage funded program. Information specifically about you or your child individually will not be shared without your express written consent.

As the Ready by Five Millage administrator, First Steps Kent will continue to receive and store de-identified information for the duration of time the Ready by Five Early Childhood Millage funding continues. First Steps Kent will use this de-identified information for the following purposes:

- Reporting: de-identified reports will be sent to First Steps Kent to produce aggregate level reports about the Ready by Five Millage programs.
- Quality Assurance/Utilization: de-identified reports will be used for quality improvement purposes for programs and to understand which populations are utilizing Ready by Five services and how to better reach families in Kent County.
- For verifying payments to your selected Service Provider: de-identified information may be used, as necessary, to verify completed services to send payment for all services you or your child receives. Use and disclosure of this information will be limited to purposes necessary to the business activities of First Steps Kent.
- Evaluation and Research: research that involves the joining of de-identified child assessment data from Kent ISD with de-identified reports provided by Kent County

Health Department to evaluate the effectiveness of programs funded by Ready by Five Millage and the impact on Kindergarten readiness. Third party contractors may be used to assist with evaluation work. Contractors will have access to information only as needed to perform such functions and may not use it for any other purpose.

- As Required: Responding to a court order or other legal process.

All reports made publicly available by First Steps Kent to the community will contain only de-identified information and aggregated information about children in general receiving a millage-funded service.

Aviso de Privacidad de Ready by Five Childhood Millage

VÁLIDO: ABRIL 15, 2020

Esta Práctica de privacidad de First Steps Kent, describe como la información personal sobre usted y su hijo/a, podría ser utilizada y divulgada por programas financiados por Ready by Five Childhood Millage. Por favor, revíselo con atención.

Quién seguirá este aviso:

La financiación de Ready by Five para la programación, es posible gracias a la generosidad del voto aprobado por los contribuyentes del Condado de Kent para Ready by Five Early Childhood Millage. Este impuesto (millage) proporciona una financiación sostenible para programas de mejora de la salud, de preparación escolar y de bienestar de los niños del Condado de Kent hasta la edad de cinco años. First Steps Kent es el administrador de Ready by Five Early Childhood Millage.

Como el Proveedor de Servicios de Ready by Five divulgará su información personal para fines informativos:

Ready by Five Early Childhood Millage con el propósito de informar sobre el Proveedor de Servicio que usted escogió, recopilará la información de usted y la de su hijo/a y después la enviará de manera segura al Departamento de Salud del Condado de Kent. Su Proveedor de Servicios mantendrá la información de usted y su hijo/a mientras siga siendo financiado por Ready by Five Early Childhood Millage. Si usted o su hijo/a continúa recibiendo servicios de su proveedor después de que finalice el financiamiento

de Ready by Five Early Childhood Millage o si su hijo/a inscrito ya no es elegible, el Proveedor de Servicios puede continuar manteniendo su información y la de su hijo/a para poder seguir ofreciendo programación y apoyo a usted y a su hijo/a. Un programa que no es financiado por Ready by Five Early Childhood Millage, no continuará compartiendo esta información con otros excepto si usted lo autoriza.

Cualquier información compartida por su Proveedor de Servicios con el Departamento de Salud del Condado de Kent como parte del programa de Ready by Five, será retenida indefinidamente por el Departamento de Salud del Condado de Kent después de que su familia o su hijo/a dejen de recibir servicios del Proveedor de Servicios.

Para obtener información adicional sobre las protecciones aplicables a la información de salud personal, consulte al aviso de privacidad de HIPAA del Condado de Kent disponible en: <https://www.accesskent.com/Health/Publications/hipaa.htm>

Otras formas adicionales en que se compartirá su información y la de su hijo/a:

El Departamento de Salud del Condado de Kent compartirá información limitada sobre su hijo/a con Kent Intermediate School District para poder ayudar en la evaluación y efectividad de los servicios de Ready by Five a largo plazo. Esto puede incluir investigaciones que impliquen la unión de información recopilada en el Departamento de Salud del Condado de Kent con Kent Intermediate School District.

La información que el Departamento de Salud del Condado de Kent puede compartir con Kent Intermediate School District, se limita al nombre y apellido de su hijo/a, fecha de nacimiento y sexo. El Departamento de Salud del Condado de Kent, no proporcionará ninguna información identificable sobre usted ni su hijo/a a ninguna otra persona sin su consentimiento previo.

Por cada conjunto de información identificada del niño, Kent ISD, con permiso del distrito de la escuela primaria, puede proporcionar al Departamento de Salud del Condado de Kent, una o ambas de las siguientes evaluaciones en las que su hijo/a participará, incluyendo: a) Datos de evaluación de preparación para el primer año de jardín de infancia y b) Datos de evaluación prescolar de fin de año (sólo si su hijo/a está inscrito en Head Start o un programa que recibe fondos del programa de Great Start Readiness). Kent ISD puede compartir esta información en un formato anónimo con First Steps Kent. El Departamento de Salud del Condado de Kent también puede proporcionar datos no

identificados sobre usted y su hijo/a a First Steps Kent. La información no identificada se refiere generalmente a información personal individualmente sobre usted o su hijo/a en la cual se ha eliminado cualquier información que permitiría a las personas (incluyendo First Steps Kent) determinar su identidad o la de su hijo/a o su participación en un programa financiado por Ready by Five Millage. La información específica sobre usted o su hijo/a, no se compartiría sin su consentimiento expreso por escrito.

Como administrador de Ready by Five Millage, First Steps Kent, continuará recibiendo y almacenando información des-identificada durante el tiempo que continúe la financiación de Ready by Five Early Childhood Millage. First Steps Kent usará esta información des-identificada para los siguientes propósitos:

- **Informes:** Se enviarán informes anónimos a First Steps Kent para producir un nivel de informes agregados sobre los programas de Ready by Five Millage.
- **Garantía de calidad/utilización:** Los informes des-identificados se utilizarán con el propósito de mejorar la calidad de los programas y saber que poblaciones están utilizando los servicios de Ready by Five y de cómo llegar mejor a las familias en el Condado de Kent.
- **Para verificar pagos a su Proveedor de Servicios seleccionados:** La información des-identificada puede ser utilizada, según sea necesario, para verificar los servicios completados para poder enviar el pago de todos los servicios que usted o su hijo/a reciben. El uso y divulgación de esta información se limitará a los fines necesarios para las actividades de negocios de First Steps Kent.
- **Evaluación e Investigación:** Investigación necesaria que requiere la unión de la evaluación de los datos des-identificados del niño de Kent ISD con informes des-identificados proporcionados por el Departamento de Salud del Condado de Kent para evaluar la efectividad de los programas financiados por Ready by Five Millage y el impacto en la preparación para el jardín de infancia. Se puede recurrir a contratos externos para ayudar con el trabajo de evaluación. Los contratistas tendrán acceso a la información sólo cuando sea necesario para realizar dichas funciones y no podrán usarlo para otro propósito.
- **Según sea necesario:** Responder, a una orden judicial u otro proceso legal.
- **Todos los informes puestos a disposición del público a la comunidad por First Steps Kent,** contendrán sólo información des-identificada agregada sobre niños en general que reciben un servicio financiado por este impuesto (millage).

Appendix D: Ready by Five Early Childhood Millage 2020 Cost Sharing Policy UPDATED FEBRUARY 12, 2021

Cost Sharing is a policy that *requires a co-payment* from the family for services provided. This is different than a donation contribution that is given on a voluntary basis by a family participating in services.

This Appendix summarizes the current fees, the circumstances for when a family would participate in cost sharing, how to verify family income, and the documentation required to be kept on file by the Service Provider for the current year. This document accompanies the Cost Sharing Policy requirements found in the Ready by Five Service Provider Manual.

1. Cost Sharing for 2021

- a. The following Ready by Five categories of services require a program complete verification to determine cost sharing responsibility by a family:
 - i. Home Visiting (under Parent Support and Education services)
 - ii. Healthy Development
 - iii. Healthy and Safe Homes
- b. Before service begins, cost sharing must be thoroughly explained to the family (or legal guardian) of the child served.
- c. Suggested messaging for cost sharing includes the following:
 - i. This program is funded by the Ready by Five Early Childhood Millage that was approved by Kent County voters.
 - ii. Client contributions and cost share funds ensure services can be offered to all expectant parents and children five and under at a cost that is affordable to the family.
- d. The sliding scale and exemptions ensure families who are not in a position

to contribute are not required to pay. Families who meet one or more of the following qualifications are exempt from Cost Sharing:

- i. Families who have income of 200% or less of the poverty income guidelines established by the Health and Human Services Administration.
 - ii. Families who show documentation or attest they are recipients of Medicaid benefits.
 - iii. Families who are experiencing homelessness as defined by the US Department of Housing and Urban Development (HUD).
 - iv. Families who are experiencing financial hardship due to unemployment and can present documentation of their unemployment status.
 - v. Children or expectant parents who are engaged with child welfare services, including Child Protective Services and Foster Care.
 - vi. Consideration should also be given if families are currently paying cost share toward other services.
- e. Families cannot be denied services due to an inability to pay.
- i. If a parent (or legal guardian) of the child served does not feel they are able to make the payment because of necessary excessive and additional expenses (i.e., medical, housing) and/or are already paying a cost share for another service, then a more thorough financial evaluation can be made and cost share payment adjusted.
 - ii. Reasons for any adjustment should be documented by the agency on the cost share form signed by the parent (or legal guardian) of the child served.
 - iii. Families with income above 200% Federal Poverty Level (FPL) are required to cost share based on the following scale on the following page.

**Please note: If the household exceeds two (2) individuals, add \$8,960 per person.*

Household/ Family Size	FY 2021: Annual Income at or Above...														
	2%	3%	5%	7%	10%	15%	20%	30%	40%	50%	60%	70%	80%	90%	100%
1	\$ 25,760.00	\$ 28,980.00	\$ 32,200.00	\$ 35,420.00	\$ 38,640.00	\$ 41,860.00	\$ 45,080.00	\$ 48,300.00	\$ 51,520.00	\$ 54,740.00	\$ 57,960.00	\$ 61,180.00	\$ 64,400.00	\$ 67,620.00	\$ 70,840.00
2	\$ 34,840.00	\$ 39,195.00	\$ 43,550.00	\$ 47,905.00	\$ 52,260.00	\$ 56,615.00	\$ 60,970.00	\$ 65,325.00	\$ 69,680.00	\$ 74,035.00	\$ 78,390.00	\$ 82,745.00	\$ 87,100.00	\$ 91,455.00	\$ 95,810.00
3	\$ 43,920.00	\$ 49,410.00	\$ 54,900.00	\$ 60,390.00	\$ 65,880.00	\$ 71,370.00	\$ 76,860.00	\$ 82,350.00	\$ 87,840.00	\$ 93,330.00	\$ 98,820.00	\$ 104,310.00	\$ 109,800.00	\$ 115,290.00	\$ 120,780.00
4	\$ 53,000.00	\$ 59,625.00	\$ 66,250.00	\$ 72,875.00	\$ 79,500.00	\$ 86,125.00	\$ 92,750.00	\$ 99,375.00	\$ 106,000.00	\$ 112,625.00	\$ 119,250.00	\$ 125,875.00	\$ 132,500.00	\$ 139,125.00	\$ 145,750.00
5	\$ 62,080.00	\$ 69,840.00	\$ 77,600.00	\$ 85,360.00	\$ 93,120.00	\$ 100,880.00	\$ 108,640.00	\$ 116,400.00	\$ 124,160.00	\$ 131,920.00	\$ 139,680.00	\$ 147,440.00	\$ 155,200.00	\$ 162,960.00	\$ 170,720.00
6	\$ 71,160.00	\$ 80,055.00	\$ 88,950.00	\$ 97,845.00	\$ 106,740.00	\$ 115,635.00	\$ 124,530.00	\$ 133,425.00	\$ 142,320.00	\$ 151,215.00	\$ 160,110.00	\$ 169,005.00	\$ 177,900.00	\$ 186,795.00	\$ 195,690.00
7	\$ 80,240.00	\$ 90,270.00	\$ 100,300.00	\$ 110,330.00	\$ 120,360.00	\$ 130,390.00	\$ 140,420.00	\$ 150,450.00	\$ 160,480.00	\$ 170,510.00	\$ 180,540.00	\$ 190,570.00	\$ 200,600.00	\$ 210,630.00	\$ 220,660.00
8	\$ 89,320.00	\$ 100,485.00	\$ 111,650.00	\$ 122,815.00	\$ 133,980.00	\$ 145,145.00	\$ 156,310.00	\$ 167,475.00	\$ 178,640.00	\$ 189,805.00	\$ 200,970.00	\$ 212,135.00	\$ 223,300.00	\$ 234,465.00	\$ 245,630.00
Cost Share Responsibility (% of Unit Rate)	2%	3%	5%	7%	10%	15%	20%	30%	40%	50%	60%	70%	80%	90%	100%
Household/ Family Size	FY 2021: Monthly Income at or Above...														
1	\$ 2,146.67	\$ 2,415.00	\$ 2,683.33	\$ 2,951.67	\$ 3,220.00	\$ 3,488.33	\$ 3,756.67	\$ 4,025.00	\$ 4,293.33	\$ 4,561.67	\$ 4,830.00	\$ 5,098.33	\$ 5,366.67	\$ 5,635.00	\$ 5,903.33
2	\$ 2,903.33	\$ 3,266.25	\$ 3,629.17	\$ 3,992.08	\$ 4,355.00	\$ 4,717.92	\$ 5,080.83	\$ 5,443.75	\$ 5,806.67	\$ 6,169.58	\$ 6,532.50	\$ 6,895.42	\$ 7,258.33	\$ 7,621.25	\$ 7,984.17
3	\$ 3,660.00	\$ 4,117.50	\$ 4,575.00	\$ 5,032.50	\$ 5,490.00	\$ 5,947.50	\$ 6,405.00	\$ 6,862.50	\$ 7,320.00	\$ 7,777.50	\$ 8,235.00	\$ 8,692.50	\$ 9,150.00	\$ 9,607.50	\$ 10,065.00
4	\$ 4,416.67	\$ 4,968.75	\$ 5,520.83	\$ 6,072.92	\$ 6,625.00	\$ 7,177.08	\$ 7,729.17	\$ 8,281.25	\$ 8,833.33	\$ 9,385.42	\$ 9,937.50	\$ 10,489.58	\$ 11,041.67	\$ 11,593.75	\$ 12,145.83
5	\$ 5,173.33	\$ 5,820.00	\$ 6,466.67	\$ 7,113.33	\$ 7,760.00	\$ 8,406.67	\$ 9,053.33	\$ 9,700.00	\$ 10,346.67	\$ 10,993.33	\$ 11,640.00	\$ 12,286.67	\$ 12,933.33	\$ 13,580.00	\$ 14,226.67
6	\$ 5,930.00	\$ 6,671.25	\$ 7,412.50	\$ 8,153.75	\$ 8,895.00	\$ 9,636.25	\$ 10,377.50	\$ 11,118.75	\$ 11,860.00	\$ 12,601.25	\$ 13,342.50	\$ 14,083.75	\$ 14,825.00	\$ 15,566.25	\$ 16,307.50
7	\$ 6,686.67	\$ 7,522.50	\$ 8,358.33	\$ 9,194.17	\$ 10,030.00	\$ 10,865.83	\$ 11,701.67	\$ 12,537.50	\$ 13,373.33	\$ 14,209.17	\$ 15,045.00	\$ 15,880.83	\$ 16,716.67	\$ 17,552.50	\$ 18,388.33
8	\$ 7,443.33	\$ 8,373.75	\$ 9,304.17	\$ 10,234.58	\$ 11,165.00	\$ 12,095.42	\$ 13,025.83	\$ 13,956.25	\$ 14,886.67	\$ 15,817.08	\$ 16,747.50	\$ 17,677.92	\$ 18,608.33	\$ 19,538.75	\$ 20,469.17
Cost Share Responsibility (% of Unit Rate)	2%	3%	5%	7%	10%	15%	20%	30%	40%	50%	60%	70%	80%	90%	100%

2. Documentation of Family Income

- a. Before service begins, cost sharing must be thoroughly explained to the parent (or legal guardian) of the child served. All programs have the option of using one of the following forms.
 - i. Form A: may be used for families whose cost share requirements are being evaluated by income only.
 - ii. Form B: may be used for families who have circumstances that determine they are not responsible for cost sharing.
 - iii. Documentation for each family served must be maintained on file by the Service Provider.
 - iv. Prior to services beginning, all families are required to sign a Ready by Five Income Attestation Form. A signed copy of this form must be kept on file by the Service Provider.
 - v. If a Service Provider has an established process to collect consent and income information electronically, they may request approval from First Steps Kent to implement documentation of Cost Sharing in an electronic or other alternative format in lieu of the signed form.
 - vi. Income must be verified annually for families enrolled in services longer than a 12-month period.
 - vii. Income verification is not necessary if a parent (or legal guardian) of the child claims a household income at or above 100% of the unit rate.

3. Information to Include in Verification

- a. The size of the household is defined as the number of individuals of whom the parent/caretakers are financially responsible for (specifically, the number of individuals claimed as a tax dependent). Unborn children are not included.
- b. Annual family income is defined as gross household income from the following sources:
 - i. Wages

- ii. Fringe Benefits
- iii. Unemployment Income
- iv. Business and Investment Income
- v. Pension/Investment Income
- vi. Additional sources of taxable income as defined by the IRS.

4. Invoicing Families for Services

- a. Statements for services requiring cost sharing are to be sent to the parent (or legal guardian) of the child served by the 15th of each month, following the previous month of services. Immediate payment will be requested.

5. When to Discontinue Services

- a. If a parent (or legal guardian) of the child served refuses to pay their cost share amount and does not have an approved reason for not making payment, service should not begin.
- b. If service has started and payment is not received for three months, services should be terminated. A service termination may be appealed by the family through the Service Provider's complaint resolution and appeal process. A copy of this policy should be provided to all families during the annual income verification process.

Common Questions About Cost Sharing

Can Service Providers decide to only serve and submit data on families below the cost sharing threshold?

Service Providers are expected to serve children and families as defined in the Service Provider Contract that is in place with First Steps Kent.

What happens if a child who is in need of services does not receive services only because parents do not want to participate in cost sharing?

If a parent (or legal guardian) of the child served refuses to pay their cost share amount and does not have an approved reason for not making payment, service should not begin.

What should Service Providers do if families don't pay?

If a parent (or legal guardian) of the child served does not feel they are able to make the payment because of necessary excessive and additional expenses (i.e., medical, housing) and/or are already paying a cost share for another service, then a more thorough financial evaluation can be made and cost share payment adjusted. Reasons for any adjustment should be listed on the Cost Share Attestation Form signed by the parent (or legal guardian) of the child served.

If service has started and payment is not received for three months, services should be terminated. A service termination may be appealed by the family through the Service Provider's complaint resolution and appeal process (see Ready by Five Service Provider Manual, Complaint Resolution and Appeals, page 7). A copy of this policy should be provided to all families during the annual income verification process.

What rate do you use for Cost Sharing? The Unit Rate or the actual rate of the services?

Cost Sharing is based on the unit rate for the service provided. This information can be found in the Service Provider Agreement for that service.

Can philanthropic or donor funds be used to cover the cost share amount instead of family paying this amount?

Only funds donated or solicited for this specific reason may be used for this purpose only. Using sources of revenue included in the original budget will be considered supplanting funds.

Financial records must show each individual child or expectant mother enrolled in your program documented individually with the following information: a) how much they are required to pay and b) what specific source of funds were used to cover the Cost Sharing amount.

Please Note: For more information, see the Ready by Five Service Provider Manual's policy on Cost Sharing.

If there is no cost share, encourage donations.



Supported by the Kent County Ready by Five Millage.

READY BY FIVE
INCOME ATTESTATION – FY 2021
FORM A

My child, _____, qualifies to receive services provided and funded by the Kent County's Ready by Five Early Childhood Millage.

My household income is: \$_____

The total number of individuals who reside in my home is: _____

Based on the current fee scale, my responsibility for cost share is:

Table with 3 columns and 4 rows for cost share percentages: 5%, 10%, 15%, 20%, 60%, 100%, and a checkbox for 'I am not responsible for sharing the cost of services received'.

Name of Ready by Five Funded Service: _____

Projected Hours/Units per month_____ Cost per unit \$_____

Projected Monthly Cost \$_____ Projected Monthly Cost Share \$_____

I am currently paying cost share for other services (please note details below): Yes No

The information above is complete and accurate. I agreed to accept services as indicated and agree to pay the required cost share portion. I am required to pay cost sharing on actual services provided and will be billed monthly for services rendered.

Parent/Legal Guardian Signature_____

Print Name: _____

Date_____

_____ Agency Staff Only_____

Signature of Agency Representative Verifying Documents: _____

Documents Viewed to Verify income: _____

Version Update: 2-12-2021



**READY BY FIVE
 ATTESTATION OF CURRENT EXEMPTION STATUS – FY 2021
 FORM B**

Supported by the Kent County Ready by Five Millage.

I, _____, or my child, _____, qualify(ies) to receive services provided and funded with Kent County's Ready by Five Early Childhood Millage funds without cost share as evidenced by one of the following:

- Our household income does not require that we participate in the cost sharing of services (200% or less of the poverty income guidelines established by the Health and Human Services Administration).
- As a primary caregiver am currently receiving Medicaid benefits
- My child enrolled in this services is receiving Medicaid benefits
- Our family is experiencing homelessness (defined by the US Department of Housing and Urban Development (HUD)).
- Our family is currently working with a child welfare service agency, including Child Protective Services and Foster Care.
- Our family is currently paying cost share towards other services. (Please explain):
- Our family is currently experiencing other circumstances that impede our ability to cost share for this service. (Please describe).

Name of Ready by Five Funded Service: _____

The information above is complete and accurate. I agree to accept services as indicated and to notify my service provider if my/my child's status changes.

Parent/Legal Guardian Signature _____

Print Name: _____

Date _____

Signature of Agency Representative Verifying Documents: _____

Documents viewed to verify status: _____

Version Update: 2-12-2021