

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Early Childhood Enrichment Program

PROPOSALS ARE DUE NO LATER THAN FEBRUARY 22, 2024 5:00PM CDT

RFP 9726

BUYER:
Department of Social Services

POC: Kirsten Blachford
Kirsten.Blachford@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____
(Digital Signature allowed)

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Department of Social Services, Division of Economic Assistance, Child Care Services (CCS) is seeking contractor(s) to provide core services to promote the health, safety, and development of young children in child care settings. This RFP seeks to identify and fund a maximum of 5 Early Childhood Enrichment regional service areas. Programs are responsible for providing a wide variety of services which include services to child care practitioners, services to families seeking child care, and assistance to communities in addressing early care and education needs. Proposers may apply to provide services in multiple regions of the state.

The State seeks proposals from public or private, non-profit, community-based, or quasi-governmental organizations that are headquartered and licensed to do business in the State of South Dakota.

1.2 **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Division of Economic Assistance, Child Care Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is **RFP 9726**. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

| | |
|---|-------------------|
| RFP Publication | <u>01/08/2024</u> |
| Deadline for Submission of Written Inquiries | <u>01/23/2024</u> |
| Responses to Offeror Questions | <u>02/1/2024</u> |
| Request for SFTP folder | <u>02/22/2024</u> |
| Proposal Submission | <u>02/22/2024</u> |
| Proposal Revisions (if required) | <u>TBD</u> |
| Anticipated Award Decision/Contract Negotiation | <u>03/21/2024</u> |

1.4 **SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received by the Division of Economic Assistance, Child Care Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Proposals must be submitted as PDF's via Secured File Transfer Protocol (SFTP). Offerors must request an SFTP folder no later than *February 22, 2024* by emailing Kirsten Blachford at the email indicated on page one.

The subject line should be "**RFP 9726 SFTP Request**". The email should contain the name and the email of the person who will be responsible for uploaded the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

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

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

For contractors, vendors, suppliers, or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch

agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Offeror (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement entered into as a result of this RFP. By signing an Agreement pursuant to this RFP, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.11 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after **January 23, 2024**. Email inquiries must be sent to Kirsten.Blachford@state.sd.us with the following wording, exactly as written, in the subject line: **RFP 9726 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than **February 1, 2024**. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information.

Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

Offerors may submit a redacted copy of their proposal when they respond though this is optional.

1.13 LENGTH OF CONTRACT

It is anticipated that this RFP may result in the selection of multiple providers who enter into provider agreements. Each provider contract for the provision of Early Childhood Enrichment (ECE) program resulting from this RFP will be issued for a period of one year (June 1 to May 31) beginning on June 1, 2024 with the option for renewal for up to four, one-year contracts at the discretion of the State based on agency performance and the continued availability of funds.

1.14 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.15 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in **Attachment A Sub-Recipient Agreement**.

The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

The mission of the Department of Social Services is: *“Strong families –South Dakota’s foundation and our future.”* To support this mission, Child Care Services (CCS) and the Office of Licensing and Accreditation (OLA) provide oversight, technical assistance, and support for child care programs in promoting safe, healthy, and caring environments for children through licensing, registration, and quality improvement activities. Services are designed to assist caregivers, teachers and others involved in the day-to-day care of children, families in meeting their need for child care, and to provide support to communities as they work to develop quality child care programs and services.

The State is soliciting proposals from agencies that demonstrate their organizational capacity to plan and deliver these services that are responsive to caregivers and collaborative with local partners, across a pre-determined service delivery area, that also support the mission of the department. Successful offeror(s) will be responsive to caregivers, teachers, and others involved in the day-to-day care of children, as well as state and local partners.

BACKGROUND:

The federal Administration for Children and Families (ACF) Child Care & Development Block Grant (CCDBG) is the primary funding source for Child Care Services. CCDBG outlines the requirements states must meet to maintain this funding. The CCDBG requires that states use a portion of these funds to assist child care programs in improving the quality of child care. The focus of the Child Care & Development Block Grant (CCDBG) is to:

- Protect the health and safety of children in child care.
- Help parents make informed consumer choices and access information to support child development.
- Provide equal access to stable, high quality child care for low-income children.
- Enhance the quality of child care and the early child care workforce.

The Child Care Services State Plan outlines the activities and services in place to meet these requirements., The state plan includes activities specific to the coordination and delivery of early childhood and school-age training and technical assistance by the Early Childhood Enrichment (ECE) System. As ECE agencies, vendors are required to provide support to practitioners to assist them in maintaining licensing requirements, meeting training requirements toward state registration or licensure, and engage in activities to improve program quality. All activities paid by the State must fit within the scope of the most current Child Care &

Development Fund (CCDF) State Plan unless otherwise specified or pre-approved. The 2022-24 Child Care State Plan can be found on the CCS website at <https://dss.sd.gov/childcare/stateplan/default.aspx>.

There are five regional service areas addressed by this RFP. Offerors may apply to provide services in multiple regions of the state. Separate region-specific budget proposals must be submitted for each area addressed in the proposal. Proposals may also demonstrate satellite office or extension services in counties/towns in addition to the service delivery district host agency.

The Early Childhood Enrichment (ECE) regions are defined as follows:

Region 1 - Western

Region 1 consists of 13 counties in western South Dakota. Counties included in this region are Bennett, Butte, Custer, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Pennington, Perkins, Oglala Lakota and Ziebach.

Region 2 - Central

Region 2 consists of 12 counties in central South Dakota. Counties included in this region are Brule, Buffalo, Gregory, Hughes, Hyde, Jones, Lyman, Mellette, Stanley, Sully, Todd and Tripp.

Region 3 - Northern

Region 3 consists of 12 counties in north central and northeastern South Dakota. Counties included in this region are Brown, Campbell, Corson, Day, Dewey, Edmunds, Faulk, Marshall, McPherson, Potter, Spink, and Walworth.

Region 4 - Northeastern

Region 4 consists of 13 counties in northeastern South Dakota. Counties included in this region are Beadle, Brookings, Clark, Codington, Deuel, Grant, Hamlin, Hand, Kingsbury, Lake, Miner, Moody, and Roberts.

Region 5 - Southeastern

Region 5 consists of 16 counties in southeastern South Dakota. Counties included in this region are Aurora, Bon Homme, Charles Mix, Clay, Davison, Douglas, Hanson, Hutchinson, Jerauld, Lincoln, McCook, Minnehaha, Sanborn, Turner, Union, and Yankton. Describe your project requirements in detail here.

Please refer to Attachment B for a Map of State Licensed and Registered Child Care programs by Early Childhood Enrichment (ECE) regional service area.

Early Childhood Enrichment (ECE) System Definitions

Practitioner - refers to an individual who provides direct supervision and care of children and/or youth in various settings such as: family daycare, licensed child care center and licensed school-age programs. Also includes those who may be in an administrative position such as a supervisor, operator or director or an assistant in a family daycare program.

E-Learning – learning using electronic means; the acquisition of knowledge and skill using electronic technologies such as computer- and internet-based courseware and local and wide area networks. This includes such offerings as: Live Interactive Online Learning, Self-paced (or Self-Learning) Online Modules, Digital Dakota Video Network (DDN), Hybrid, and Blended Training (combination of Interactive Online learning as well as Self-paced Modules).

Evidence-based Training – for South Dakota’s purposes, this is defined as proven to work and informed by research or justifiable information.

The following definitions from the National Association for the Education of Young Children (NAEYC) and the National Association for Child Care Resource and Referral Agencies (NACCRRA) Early Childhood Education Professional Development: Training and Technical Assistance Glossary (2023)

(http://www.naeyc.org/GlossaryTraining_TA.pdf) have been adopted by the Department of Social Services, Child Care Services.

Training – a learning experience, or series of experiences, specific to an area of inquiry and related set of skills or dispositions delivered by a professional(s) with subject matter and adult learning knowledge and skills. A planned sequence of training sessions comprises a training program.

Technical Assistance (TA) – the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients.

Coaching – a relationship-based process led by an expert with specialized adult learning knowledge and skills, who often serves in a different professional role than the recipient(s). Coaching is designed to build capacity for specific professional dispositions, skills, and behaviors and is focused on goal setting and achievement for an individual or group.

Consultation – a collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one program or organization. Consultation facilitates the assessment and resolution of an issue-specific concern-a program-/organizational, -staff, or child-/family-related issue -or addresses a specific topic.

3.1 Core Service Description and Expectations

Agencies or organizations who are awarded contracts for Early Childhood Enrichment (ECE) services under this RFP must meet the following conditions and guidelines. The following services must be available to parents, practitioners, and/or the public in each of the counties in the five regional areas. ECE agencies are responsible to:

- 3.1.1 Implement the basic Early Childhood Enrichment (ECE) model which includes training, on-site technical assistance, and coaching to child care providers addressing: social development and emotional development, cognitive and problem-solving, language and physical development, health and safety, etc.
- 3.1.2 Ensure the State's training and professional development system:
 - 3.1.2.1 Provides a continuum of training and professional development for early childhood and school-age practitioners in accordance with the federally required health and safety training areas and the established South Dakota Pathways Professional Development System for individuals on child care related issues. All trainings should be evidence-based, align with the early learning guidelines, and include developmentally appropriate practice concepts.
 - 3.1.2.2 Incorporates knowledge and application of the South Dakota Early Learning Guidelines (where applicable), the South Dakota health and safety standards, and incorporates social and emotional behavior intervention and support models into the training and professional development requirements.
 - 3.1.2.3 Ensures training opportunities are accessible to all providers including those that receive support through the Indian tribes or tribal organizations receiving CCDF.
 - 3.1.2.4 Is appropriate to the extent practicable, for different types of providers including family home and center based; children of different age groups including infants, toddlers, school age children; English Language Learners, children with disabilities, and Native Americans.
- 3.1.3 Provide training and technical assistance to child care providers on identifying and serving homeless children and their families.

- 3.1.4 Ensure that early childhood educator and parent training opportunities incorporate the latest research-informed content on child development, family engagement, developmental screenings and referrals to specialized services, and positive behavioral guidance. Provide training, technical assistance, and referrals to parents seeking information on how to choose care and access developmental screenings and other services that will benefit their children's development.
- 3.1.5 Work with child care programs to increase program quality through the use of evidence-based tools such as the Program Administration Scale, Business Administration Scale for Family Child Care, and the Environmental Rating Scales developed by Harms, Cryer and Clifford upon provider request or referral by the licensing agency.
- 3.1.6 Give priority to referrals received from Child Care Services (CCS) and the Office of Licensing and Accreditation (OLA) for training, coaching and technical assistance for child care providers who need assistance to meet minimum licensing requirements. As these referrals are time-sensitive, the offeror is required to make initial contact with the program within **one week** from the date the referral was received. The offeror will then work with the child care program to develop an action plan and provide a response to the referent as to how the services will be delivered within **two weeks** of the referral.
- 3.1.7 Coordinate and collaborate with other organizations that provide direct services to families and caregivers within the service delivery area or in partnership with neighboring ECE regions and other state level partners to assure services are provided seamlessly across service area boundaries.
- 3.1.8 Provide outreach and community collaboration that will capitalize on the strengths, talents, and expertise in the service area by providing information and training to practitioners on various subjects such as tax preparation, fire safety, medication administration, etc. when applicable.
- 3.1.9 Enhance the consumer's ability to choose quality care by providing education through referral, training, community outreach, public information, etc.

3.2 SD Early Childhood Enrichment (ECE) System Statewide Projects

Through award of this contract, agencies are required to not only deliver services to child care providers, parents and communities on a regional basis, also to work together with neighboring ECE colleagues to ensure comparable services are consistently delivered statewide within the resources available. In doing so, the vendor will be expected to actively participate in the design and implementation of statewide initiatives such as fitCare and special events coordinated and hosted by the SD ECE System. In addition, selected vendors will become a part of ECE system established components such as SD Early Childhood Enrichment (ECE) ECE website (<https://sdece.org/>) and utilize the ECE system branding.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

- a. Provide leadership within a group to implement a new system or project.
- b. Provide two examples of current collaborative partners and the nature of those partnership(s) or collaborations.

3.3 Services for Practitioners

- 3.3.1 **Training for Individual Practitioners** – The offeror is expected to provide ongoing training and professional development that is accessible to practitioners from a variety of diverse backgrounds. All training offered shall be evidence-based and should provide a progression of professional development opportunities reflecting research and best practice to meet the developmental needs of infants, toddlers, preschool, and school-age children. There are several existing state curriculums for the Offeror to provide and others that will need to be developed based on the needs of the practitioners.

The offeror will be required to implement a variety of training opportunities such as classroom style and e-learning and on-site practitioner technical assistance, coaching and consultation. Training shall address one or more content areas and demonstrate continuity and depth of content understanding. The South Dakota Child Care Licensing Regulations and Pathways to Professional Development Training Areas are located respectively on the following websites: <http://dss.sd.gov/childcare/licensing/> and <http://dss.sd.gov/childcare/pathwaystopd/>.

Training shall also incorporate knowledge and application of the [South Dakota Early Learning Guidelines](#)) and social, emotional or behavioral interventions (such as the Pyramid Model) which may include positive behavior intervention and support models (where applicable). Some training/courses may not be offered directly by the ECE; in this instance, the ECE will identify appropriate trainers.

Other evidence-based trainings may be offered as determined by the needs of local practitioners. The content of these training sessions which may use information from focus groups, knowledge-based assessments, observations, self-assessments or checklists, needs assessments, or surveys, focus group recommendations or as suggested by the State. Monthly training calendars are required to be submitted to Child Care Services three months in advance of the training.

Offerors will be required to create a professional development publication that includes information of upcoming trainings through the regional ECE agency, other state, regional and local events for early childhood and school-age providers and articles related to child development.

Agencies will encourage practitioner participation in the Pathways to Professional Development Career Lattice to recognize individuals who actively pursue continuing education and demonstrate commitment to working with children and families.

For more specific information on these training opportunities visit the following website: <https://dss.sd.gov/childcare/pathways.aspx>.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

1. Delivery of early childhood and school-age care training using evidence-based resources.
2. Marketing of professional development opportunities and ongoing communication with practitioners within a regional service area.
3. Provide access to a continuum of training and professional development for new and experienced child care providers on a wide range of topic areas throughout the identified regional service area.
4. Delivery of training courses via e-learning methods.

3.3.2 Special Initiatives and Services

The ECE System is the state resource for training for early childhood and school-age care practitioners in South Dakota. State agencies such as the SD Department of Health and the SD Department of Education are among those agencies that partner with the SD Department of Social Services, Child Care Services and the ECE System to reach South Dakota early childhood and school-age practitioners.

These partnerships include both short and long-term initiatives that are in addition to the requirements of this RFP. Child Care Services' will work in collaboration with the ECE System to develop and implement any new initiatives and ensure the availability of appropriate resources. The Offeror will be required to participate in these initiatives.

- 3.3.3 Improving Program Quality** - The Offeror will be required to work with child care programs to increase program quality using various assessment and observational tools upon provider request or referral by the Department of Social Services, Child Care Services and the Office of Licensing and Accreditation (OLA). In addition, work with child care practitioners to develop action plans based on the results of the observations is expected.

3.3.4 Technical Assistance (TA)/Coaching

Early Childhood Enrichment (ECE) programs are expected to provide technical assistance, coaching, and consultation opportunities that are responsive to the needs of child care practitioners. Referrals for TA/coaching for practitioners may be received from licensing referrals or directly from child care programs. Please refer to Section 3.1.1 for definitions of these activities. ECE programs are expected to do direct outreach to individual child care programs and new program directors to promote available ECE services. South Dakota has adopted the practice-based coaching model.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

- a. Providing technical assistance and coaching to practitioners in the child care and school-age setting.
- b. Work with child care programs to increase program quality using research-based tools, coaching, and technical assistance through a variety of efforts including new provider needs, licensing referrals and provider's individual requests.

3.3.5 Quality Recognition and Information System (QRIS)

The Department of Social Services has contracted with South Dakota State University (SDSU) to design, develop, implement, and evaluate a pilot for the South Dakota's Quality Recognition and Information System (SD-QRIS). SD-QRIS determines the quality criteria and measures that will be used to assist in supporting child care and out-of-school care quality improvement and assist parents in selecting quality child care. It is expected that ECE programs will participate in this pilot and future implementation supporting programs participating in the QRIS with technical assistance and Environmental Rating Scales as scheduled and participating in the Coaching Community of Practice. Selected vendors will be required to promote statewide online, on demand series providing feedback and reflection in class workbooks and coaching as requested to child care providers who attend the classes. Additional information on the SD QRIS Pilot can be found at <https://www.sdstate.edu/school-education-counseling-and-human-development/child-and-family-resource-network/south-dakota>.

3.4 Proposed Staff Requirements

Early Childhood Enrichment (ECE) agencies must respond to a wide variety of provider questions and concerns. This process may involve problem solving, making educational resources available,

making referrals to other services or providing on-site technical assistance or workshop follow-up training.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

- a. Minimum hiring requirements ensuring staff have a combination of education and experience to provide the work required under the contract prior to conducting training sessions.

3.5 Consumer Education

To address the diverse needs of children and families in the service area, ECE agencies shall coordinate services and develop collaborations with other state and local agencies. This promotes a seamless system to ensure families have access to information and services to support their children's development.

Specific consumer education services include, but are not limited to the following:

- 3.5.1 Assist families in making informed choices when choosing child care in partnership with the Helpline Center.
- 3.5.2 Connect families with community resources as needed.
- 3.5.3 Provide opportunities for consumer awareness and education about available services or current events within the agency as it relates to early childhood and youth services.
- 3.5.4 Provide information on research and best practices for parents and practitioners that support child development such as information about developmental screenings and social-emotional health of children.
- 3.5.5 Distribute consumer education information to families regarding available services at the state and local level such as Child Care Assistance, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), etc.
- 3.5.6 Provide child safety seat distribution services for families through the South Dakota Child Safety Seat Program (<https://dss.sd.gov/childcare/childsafetyseat/>)
- 3.5.7 Provide regional parenting class series for parents of children birth to three years. Please see the following website for additional information: <https://dss.sd.gov/childcare/educationalopportunities/>.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

- a. Provide parent access to supports and resources to enhance their ability to support their child's development.
- b. Provide regional expertise in the areas of child development, early childhood and school-age care supporting practitioners, parents and communities.

3.6 Public/Private Partnerships - The Department requires that Early Childhood Enrichment (ECE) Agencies stay apprised of services offered by other human service agencies and that coordination occur with other entities for the provision of services to families, practitioners, and the community to ensure that existing services are not duplicated as described in Section 3.3.

Provide narrative responses to the following questions, describing the offeror's experience as it relates to the project:

- a. Has or plans to coordinate, share expertise, and support activities utilizing community resources and other organizations as related to ECE work.

- b. Provide two more examples of current collaborative partners and the nature of those partnership(s) or collaborations.

3.7 Project Management Plan

The Project Management Plan details the specific tasks and responsibilities of the Early Childhood Enrichment (ECE) agency core services in each of the contract areas. Detailed responses are required as to how the plan will be carried out in the regional service area. A proposed project management plan must be included in your response to this RFP.

Information from the entire proposal response will be considered when awarding contracts for core services.

By submission of the Project Management Plan, the Offeror acknowledges that it will be required to perform according to that plan. The offeror further acknowledges that any necessary substitutions or changes proposed by the offeror are subject to approval of the Department.

3.7.1 At a minimum, the Project Management Plan should include information on:

- 3.7.1.1 Staffing plan that will address the needs of training, coaching and technical assistance with practitioners.
- 3.7.1.2 Delivery of comprehensive and accessible training, technical assistance, and coaching supports to practitioners throughout the proposed regional service area.
- 3.7.1.3 Methodology for annual professional development opportunities including frequency, duration, and level of trainings ensuring that all training reflects current research and best practice information.
- 3.7.1.4 Selection of training topics and methods for delivery the method of delivery that considering the professional development needs of practitioners.
- 3.7.1.5 Annual program review process to evaluate program policies, procedures, outcomes and service delivery.
- 3.7.1.6 Collection of feedback from consumers feedback to measure the quality of services providing any specific examples of what your organization has done to improve existing services.
- 3.7.1.7 Within the plan, include a description of any processes and strategies the Offeror has designed to identify potential critical problems and how the organization has and will handle these situations. If available, use specific examples of how these challenges were addressed as part of a current or past contract.

3.7.2 Provide the following attachments:

- 3.7.2.1 **Organizational Chart** – The offeror is required to provide an organizational chart showing how staff responsibilities will be distributed and lines of authority. Staff positions may be full or part-time, but the number of hours each position will work per week and the role must be noted if known
- 3.7.2.2 **Staff Job Duties** – The offeror is required to provide resume for each staff person directly involved in providing ECE services as outlined in Section 3.0. If a position is currently vacant or new, a copy of the proposed job description must be attached.
- 3.7.2.3 **Resume of Program Coordinator** – The Program Coordinator is the individual who is accountable for the completion of activities as noted in this RFP.

- 3.7.2.4 **Sample Training Plan** – Attach a sample 3-month training plan/calendar demonstrating how the training and on-site technical assistance model and training programs listed in Section 3.1, 3.2, and 3.3 will be implemented to provide training and technical assistance. The plan must include at a minimum the title of training, training location, class times and method of delivery.

3.8 Program Reporting

The Early Childhood Enrichment (ECE) agency is required to consistently track data related to the funded services provided. The ECE agency will be required to complete a monthly program report, financial reports, and an annual statistical reports. Training, technical assistance, and coaching data will be collected in the South Dakota Early Childhood Enrichment System for Technical Assistance, Referral and Training (SD ECE START) which is the systemwide data tracking program for the SD ECE System work.

Reporting requirements will also require the Offeror to 1) conduct student pre and post surveys for each class offering to measure knowledge gain, and 2) adhere to an established process to gather information on technical assistance outcomes that measure the behavior change of putting knowledge into practice. In addition, the agency will be required to provide additional data regarding program service delivery upon request by Child Care Services.

- 3.9 **Program Responsibilities and Expectations** – By signing and submitting the proposal, the offeror acknowledges and assures that the agency can meet the program responsibilities and expectations outlined in Attachment C.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 Provide the following information related to at **least** two previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the agency is currently contracted with the Department of Social Services, Child Care Services, the Department may be used as one of the two references. Provide this information as well for any service/contract that has been terminated, expired or not renewed in the past three years:
- Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.

If your agency does not have two current or previous contracts similar to the requirements of this RFP, please indicate that in your response. The Department of Social Services, Child Care Services reserves the right to contact the agencies listed in the Offeror's response for additional information regarding the service/contract.

- 4.2 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.3 The offeror must describe their proposed project management techniques.
- 4.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.5 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP,

the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- 4.6 The offeror **may be** required to submit a copy of their most recent independently audited financial statements.
- 4.7 Proposals will not be accepted for the following reasons:
- Not received on time.
 - Incorrectly addressed or labeled.
 - Not signed by the proposer.

If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

5.1 Only a PDF copy shall be submitted.

5.1.1 As outlined in section 1.4 "SUBMITTING YOUR PROPOSAL" proposals shall only be submitted electronically via SFTP.

5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and have a separator page between each the following headings. The separator page should have the heading names on it.

5.2.1 RFP Form. The State's Request for Proposal form completed and signed.

5.2.2 Executive Summary. The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Proposed project management techniques;
- 6.1.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.4 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.5 Availability to the project locale;
- 6.1.6 Ability and proven history in handling special project constraints;
- 6.1.7 Familiarity with the project locale and;
- 6.1.8 Cost proposal.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.
- 6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals

are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6.

7.0 COST PROPOSAL

Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The budget proposal and budget narrative justification forms for requesting all funding needed to provide the services described in this Request for Proposal have been provided separate from the RFP document. These are included in one document with separate tabs for each form.

An explanation for all funding listed under the "Agency Match" column must accompany the program budget form. This must include income that will be received from class fees, and any other grant funding (i.e. United Way, etc.) that will be used toward activities supported by this contract.

Early Childhood Enrichment (ECE) programs may collect minimal class fees to offset program expenses. All income from class fees is required to be used to offset costs such as materials, books, supplies, and other miscellaneous costs with service delivery. All fees charged must be consistent with those charged by ECE agencies statewide.

DSS will provide scholarships to cover the cost of Certified CPR training delivered by the ECE agency to state registered and licensed child care providers to assist them in meeting this licensing requirement. In addition, DSS will also provide scholarships to support state registered and licensed child care providers in obtaining and maintaining the Child Development Associate (CDA) credential through training (\$800) by the ECE system, assessment (\$425) and renewal fees (\$125). Offerors are asked to include a request for funding for these items on the budget proposal and narrative under "Operational Costs, Scholarships (CPR & CDA)" line item.

ATTACHMENTS

- Pages 18-30 Attachment A: SAMPLE - DSS, Sub-Recipient Agreement Template
- Page 31 Attachment B: November 2023 Licensed and Regulated Program Map
- Page 32 Attachment C: Program Responsibilities and Expectations

ATTACHMENT A

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF ECONOMIC ASSISTANCE**

**Sub-Recipient Agreement
Between**

State of South Dakota
Department of Social Services
DIVISION OF ECONOMIC ASSISTANCE
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

The pass through entity requirements, as described in 2 CFR 200.332(a), are attached hereto as Exhibit A and incorporated herein. The information in Exhibit A may change without Sub-Recipient's consent if there is a change in the award or funding stream. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2024 and will end on May 31, 2025, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

The Sub-Recipient will undertake and complete the work or performance described as:

If the State will undertake or complete any work or performance under this Agreement it is described as follows:

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of _____.

| | |
|-------------------------------------|----|
| Amount provided by State/Grantor is | \$ |
| Amount matched by Grantee | \$ |
| Total Grant Amount | \$ |

Dollars provided by State/Grantor consist of the following:

| | |
|------------------------------|----|
| Non-Federal State dollars | \$ |
| Federal Pass-Through dollars | \$ |

Federal CFDA #

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor

General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the nine months following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-Recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-Recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-Recipient's organization; and
- (D) If applicable, the recipient or Sub-Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-Recipient's website.

Sub-Recipient further represents that any concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, Sub-Recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other

performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph 12.
- b. The Sub-Recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments based on the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- g. The Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.
- h. All close-out requirements must be completed within initial term. days after the "Date of Completion."
- i. If additional closeout requirements are needed, as described in 2 CFR 200.331, they are attached hereto as Attachment and incorporated herein.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

(For Federally funded contracts only). The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. If termination for breach is effected by the State, any payments due to Sub-Recipient at the time of termination may be adjusted to cover any additional costs to the State as a result of Sub-Recipient's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If the State terminates for a breach by Sub-Recipient and it is determined that the Sub-Recipient was not at fault, then Sub-Recipient shall

be paid for eligible services rendered and expenses incurred up to the date of termination.

Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive, including but not limited to the terms of sections 6, 15,30,34,

13. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State upon five days written notice. Grantee agrees that termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State or any officer, agent or employee of the State and Sub-Recipient waives any claim against the same.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERSESSON:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other Sub-Recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or Sub-Recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and Sub-Recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, Sub-Recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and Sub-Recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior, or is considered by the state to be a security risk.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. This agreement is the result of request for proposal process, RFP # _____

25. Does this agreement involve Protected Health Information (PHI)? YES () NO (X)

If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the agreement (refer to attachment).

26. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott of divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

27. COMPLIANCE WITH SDCL ch 5-18A:

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

28. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

29. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

30. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

31. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

32. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

33. IT STANDARDS:

Any service, software or hardware provided under this agreement will comply with state standards which can be found at https://bit.sd.gov/bit?id=bit_standards_overview.

34. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

35. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement, including naming the State of South Dakota, its officers and employees as additional insureds, as set forth below. The Sub-Recipient, at all times during the term of this Agreement, shall maintain in force insurance coverage of the types and limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota or federal law.

D. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$0. The insurance policy shall name the State of South Dakota, its officers and employees, as South additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

36. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Sub-Recipients except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a

need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed during this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient acknowledges that the State shares general information, including performance information, about Sub-Recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-Recipient expressly consents and agrees to such uses by the State.

35. DAVIS-BACON ACT:

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

36. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

37. FUNDING AGREEMENT AND "RIGHTS TO INVENTION":

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

38. FORCE MAJEURE:

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or any causes beyond the party's reasonable control provided, however that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance.

39. WAIVER OF BREACH:

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions in this Agreement.

40. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

41. AUTHORITY TO EXECUTE:

Sub-Recipient represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by Sub-Recipient and that no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for Sub-Recipient to enter into this Agreement and perform its obligations under this Agreement. If the Sub-Recipient is a corporation, said corporation is duly incorporated, validly existing, and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement. If Sub-Recipient is an individual person, partnership, or other non-corporate entity, Sub-Recipient is authorized to conduct business in and is in good standing in each jurisdiction in which Sub-Recipient will conduct business in connection with this Agreement. Sub-Recipient has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Sub-Recipient's performance of the services. Sub-Recipient will maintain all required certifications, licenses, permits and authorizations during the term of this Agreement at its own expense.

SAMPLE

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

| | |
|---|-------|
| _____ | _____ |
| Grantee Signature | Date |
| _____ | |
| Grantee Printed Name | |
| _____ | |
| State - DSS Division Director | Date |
| _____ | |
| State - DSS Chief Financial Officer Jason Simmons | Date |
| _____ | |
| State - DSS Cabinet Secretary Matthew K. Althoff | Date |

SAMPLE

Vendor Number **Group**

State Agency Coding:

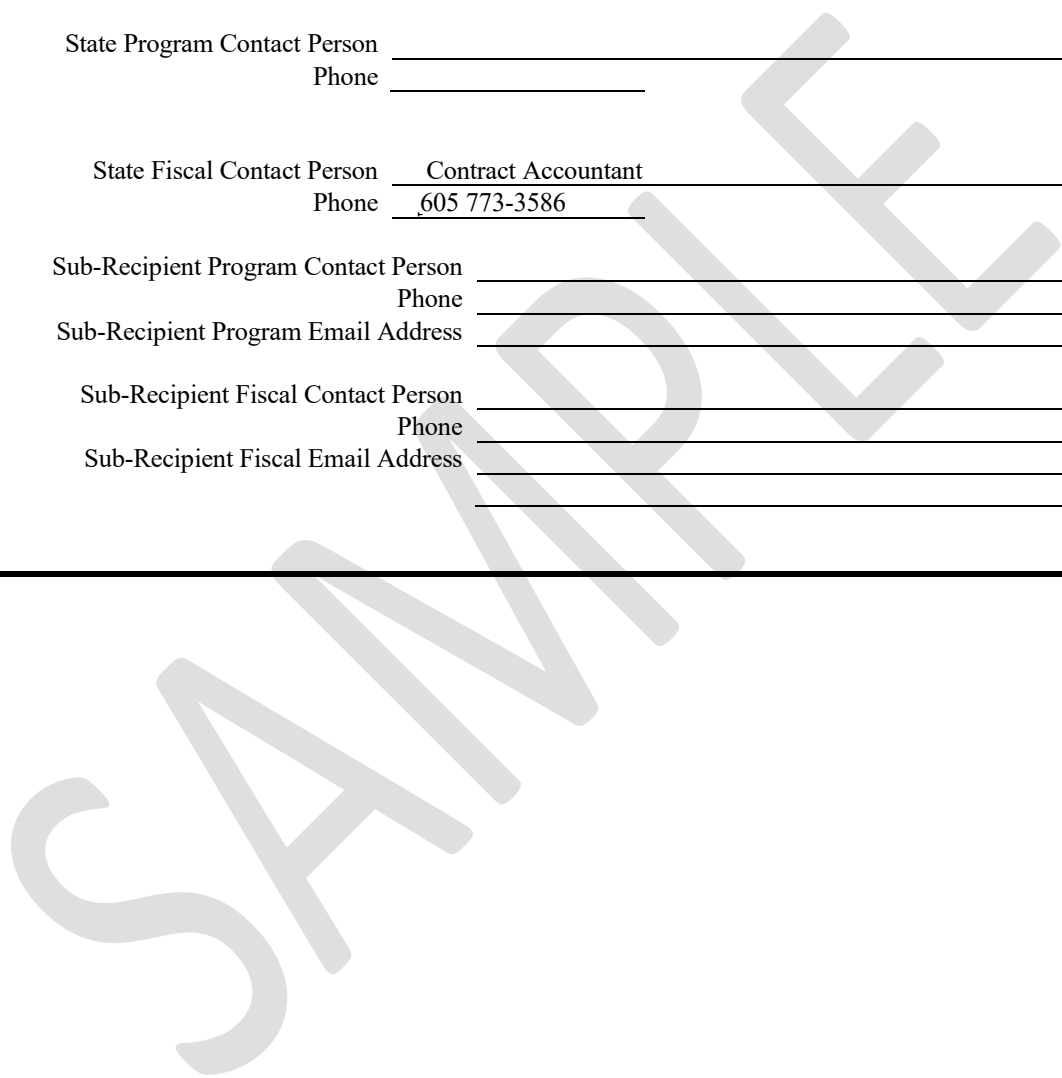
| | | | | |
|--------------|-------|-------|-------|-------|
| CFDA# | _____ | _____ | _____ | _____ |
| Company | _____ | _____ | _____ | _____ |
| Account | _____ | _____ | _____ | _____ |
| Center Req | _____ | _____ | _____ | _____ |
| Center User | _____ | _____ | _____ | _____ |
| Dollar Total | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ |

State Program Contact Person _____
Phone _____

State Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Sub-Recipient Program Contact Person _____
Phone _____
Sub-Recipient Program Email Address _____

Sub-Recipient Fiscal Contact Person _____
Phone _____
Sub-Recipient Fiscal Email Address _____



Federal Award Identification Information (part of Attachment A)

* Sub-Recipient's name must match the name associated with its Unique Entity ID(SAM)

Exhibit A

| | | | |
|--|---|--------------------|--|
| a. Sub-Recipient Name* | not required to be filled out at this time | | |
| b. Sub-Recipient's Unique Entity ID(SAM) | | | |
| c. Federal Award Identification Number (FAIN) | | | |
| d. Federal Award Date | | | |
| e. Sub-Award Period of Performance Start and End Date | | | |
| f. Amount of Federal Funds obligated to the Sub-recipient | \$ | | |
| g. Total amount of the Federal Funds obligated to the Sub-recipient including current obligation | \$ | | |
| h. Total Amount of Federal Award Committed to Sub-recipient | \$ | | |
| i. Federal Award Project Description | | | |
| j. Federal Awarding Agency | | | |
| State Agency | | | |
| Agency Division | | | |
| State Program Contact | | | |
| k. CFDA # | | CFDA Name | |
| l. Award for Research & Development? | | | |
| m. Indirect Cost Rate for Federal Award | | | |
| n. Funding Source(s) | | Federal Grant Year | |

Early Childhood Enrichment (ECE) Program Responsibilities and Expectations

As referenced in Section 4.7.2 Internal Management Plan of the Request for Proposal, by signing and submitting this proposal, the Offeror acknowledges and assures that the agency can meet the following program responsibilities and expectations. The Child Care Services reserves the right to request copies of policy and procedure materials at any time throughout the RFP and contract period.

Fiscal Management – Adequate fiscal policies, procedure, staff and/or contracted accounting services to assure that federal and state funds are managed in accordance with contract requirements. Financial management, including management of multiple funding sources, separate from all other agency funding. ECEs will obtain an audit or review in compliance with federal standards imposed by the amount of federal funds received by the agency. Financial income vs. expenditure reports must be submitted on a quarterly basis to the State. The Offeror will allow Child Care Services to review all financial records associated with ECE services upon request.

Data Collection – Participate in ongoing data collection and maintain training and technical assistance records for practitioners and families that access ECE Services. Prepare and submit program service delivery data, such as statistics, activities and progress toward goals monthly to the State and as requested. The State will provide necessary forms and format for data collection.

Personnel Policies – Utilize sound personnel and administrative policies and practices for ECE employees that include an employee manual addressing policies such as sick and annual leave, work adjust hours, overtime, employee review process and expense reimbursement requests. Ensure internal procedures are in place to assure compliance with State and Federal Labor Law and that assure consistent treatment of Early Childhood Enrichment (ECE) staff.

Program Integrity – Internal procedures are in place to assure that funded services are being implemented in compliance with federal, state, and agency policy.

Confidentiality – Employees of an ECE site shall respect the privacy of child care practitioners and the families they serve and hold in confidence all information obtained in the course of their professional relationships and transactions. No information can be released to a third party either during or after their employment with the ECE unless it is for the performance of official functions relating the terms of the agreement. Precautions must be taken to ensure and maintain the confidentiality of information transmitted to other parties using computers, electronic mail, facsimile machines, telephones and telephone answering services, and other electronic computer technology.

Project Communication – Regional ECE Coordinators are required to participate in monthly conference calls, quarterly licensing meetings and in-person meetings as requested with the Child Care Services and the Office of Licensing and Accreditation (OLA). In addition, ECE staff are required to communicate any concerns that may arise in a child care setting that may jeopardize the health and safety of children.

Agency Technology - The organization will maintain a reliable platform for high quality web-based learning and provide administrative and organizational oversight and assistance for instructors and users of the distance learning program.

Agency Contact Information – Each agency will be accessible to practitioners, families and the public through a local and a toll-free agency contact number, voice messaging service, e-mail, internet access, and a general agency e-mail address.

Hours of Operation - Early Childhood Enrichment Agencies are required to keep normal business working hours for child care practitioners, families and the community to access services.