

Eastern Upper Peninsula Intermediate School District
315 Armory Place
Sault Ste. Marie, MI 49783
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EARLY CHILDHOOD SUPPORT NETWORK
SUBRECIPIENT CONTRACT

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| Subrecipient 4C of the UP 104 Coles Drive, Suite F Marquette, MI 49855 | Telephone: 906-228-3362 Federal ID Number: 38-2531502 |
| Subrecipient Contact Deb Dupras, Upper Peninsula Resource Center Director | Email ddupras@4c-up.com |
| Northern Early Childhood Support Network Contacts: <ul style="list-style-type: none"> • ECSN Project Lead: Jessica Savoie, jessicas@eupschools.org • ECSN Compliance, Monitoring, & Contracts Administrator: Alicia Lawlor, alawlor@eupschools.org • ECSN Training & Technical Assistance Administrator: Robin Hornkohl, rhornkohl@eupschools.org • ECSN Finance Contact: Tracy McCord, tmccord@eupschools.org | |
| Description: Great Start to Quality Resource Center – Child Care Development Funds (CCDF) Upper Peninsula Resource Center | |
| Subrecipient Contract Period: October 1, 2022 to September 30, 2023 | |
| Subrecipient Award: \$684,602 Quality Improvement: \$408,409 Infant & Toddler: \$263,183 ARPA for Stabilization Grant TA: \$13,010 The terms and conditions of this Contract including award amounts are contingent upon the FY22 allocation and allowable costs from the Michigan Department of Education. All spending must be federally allowable. Final allocations will be released upon approval of a state budget and notification from the Michigan Department of Education Office of Great Start. | |
| <p>Funds provided to the Great Start to Quality Resource Center by the Eastern Upper Peninsula Intermediate School District (EUPISD) are intended to support the core costs for implementation of annual Great Start to Quality Resource Center Scope of Work. Resource Centers are encouraged to develop a budget that uses funds efficiently while ensuring the performance measures are achieved. The EUPISD reserves the right to disallow fund usage for expenditures beyond the specified Scope of Work or for items deemed unreasonable or not cost-effective.</p> <p>In the event of any conflicts between the specifications, terms and conditions indicated by the Eastern Upper Peninsula Intermediate School District and those indicated by the sub-recipient, those of the Eastern Upper Peninsula Intermediate School District take precedence.</p> <p>By signing this Contract the applicant certifies that it will agree to perform all actions and support all intentions stated in this Contract and will comply with all state and federal regulations and requirements pertaining to this subrecipient award.</p> | |

SUBRECIPIENT

**EASTERN UPPER PENINSULA
 INTERMEDIATE SCHOOL DISTRICT**

 Authorized Signature & Date
 Deb Dupras, Resource Center Director

 Authorized Signature & Date
 Angie McArthur, Superintendent

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Section I. Subrecipient Terms and Conditions

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- A. Subrecipient
- B. Compliance with Applicable Laws
- C. Subrecipient Contract Period
- D. Insurance Coverage
- E. Confidentiality
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- U. Stop Work Orders

A. Subrecipient

This Contract constitutes a subrecipient relationship with the Eastern Upper Peninsula Intermediate School District (also referred to as EUPISD).

B. Compliance with Applicable Laws

The Subrecipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Contract. The Subrecipient will also comply with all applicable general administrative requirements such as OMB Circulars; A-110, A-87, A-122, and A-133, along with 200 CFR Part 2 Subpart E and F and 45 CFR Part 75 Subpart F, which is specific to the Child Care and Development Fund (CCDF), implemented through applicable portions of the associated "Common Rule" and covering cost principles, grant/Contract principles, and audits in carrying out the terms of this Contract.

C. Subrecipient Contract Period

This Contract is entered into between EUPISD and the Subrecipient based on a Grant Contract with the Michigan Department of Education - Office of Great Start and the EUPISD effective October 1, 2022 (the "Grant Contract"). The terms of the Grant Contract will govern this Contract in the case of any conflict between this Contract and the Grant Contract.

D. Insurance Coverage

The Subrecipient agrees the Eastern Upper Peninsula Intermediate School District assumes no responsibility or liability for the Subrecipient's operations. Thus, the Subrecipient shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Subrecipient's operations under the terms of the Contract and provide proof of such insurance coverage upon request to the Eastern Upper Peninsula Intermediate School District prior to the effective date of this Contract.

Unemployment compensation coverage and worker's compensation insurance shall be maintained by the Subrecipient in accordance with applicable Federal and State laws and regulations. The Subrecipient shall provide and maintain general, event, professional, medical and/or automobile liability including non-owned auto insurance in such amounts as necessary to cover all claims which may arise out of the Subrecipient's operations under the terms of the Contract and provide proof of such insurance coverage to the Eastern Upper Peninsula Intermediate School District upon request.

The Subrecipient agrees to provide evidence that all applicable insurance policies related to the Subrecipient's negligence arising out of the requirements of this Contract will not cause the policy to be cancelled, materially changed, or not renewed without thirty (30) days' prior written notice to the Eastern Upper Peninsula Intermediate School District.

Except where the Superintendent of Eastern Upper Peninsula Intermediate School District has approved an exception in writing, the Subrecipient shall require all its subrecipients or contractors under the Contract to purchase and maintain the insurance coverage as described above for the Subrecipient in connection with the performance of work by those subrecipients/contractors.

The Subrecipient shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto.

E. Confidentiality

The Subrecipient and the Eastern Upper Peninsula Intermediate School District each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. The use or disclosure of any confidential information, including information concerning services, applicants, or recipients obtained in connection with the performance of the Contract shall be restricted to purposes directly connected to the administration of the programs implemented by this Contract.

The Michigan Department of Education's Office of Great Start (MDE-OGS) is the owner of all data made available by the MDE-OGS to the Subrecipient, its agents, contractors, or representatives under this Contract. The Subrecipient will not use the MDE-OGS data for any purpose other than providing the services, nor will any part of the MDE-OGS data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Subrecipient. No employees of the Subrecipient, other than those on a strictly need-to-know basis, will have access to the MDE-OGS data. Subrecipient will not possess or assert any lien or other right against the MDE-OGS data. The Subrecipient must comply at all times with all laws and regulations applicable to the personal identifying information.

F. Dispute Resolution

The Subrecipient shall notify the Eastern Upper Peninsula Intermediate School District in writing of intent to pursue a claim against the Eastern Upper Peninsula Intermediate School District for breach of any terms of this Contract. No suit may be commenced by the Subrecipient for breach of this Contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Subrecipient, at the request of the Eastern Upper Peninsula Intermediate School District, must meet with the Superintendent of the Eastern Upper Peninsula Intermediate School District or designee for the purpose of attempting resolution of the dispute.

G. Indemnification

To the extent permitted by law, the Subrecipient will hold harmless and indemnify Eastern Upper Peninsula Intermediate School District and its agents and employees from and against any and all liability, loss, claims, potential claims, demands, suits, costs, fines, and expenses including actual attorneys' fees, expert witness fees, and interest, and any other liability whatsoever arising out of, or in connection with, the performance of any the of services or any work relating to this Contract; or a breach of Contract in any manner, directly or indirectly, by any act or omission, negligent or otherwise, of the Subrecipient or any person or persons acting for or on behalf of the Subrecipient. It is specifically provided, however, that the Subrecipient will not be required to indemnify the Eastern Upper Peninsula Intermediate School District for any damages arising out of or to the extent caused by the Eastern Upper Peninsula Intermediate School District negligence or breach of Contract. The foregoing obligations of the Subrecipient include direct claims by the Eastern Upper Peninsula Intermediate School District against the Subrecipient without the necessity of a third-party claim. The obligations stated above of the Subrecipient are not limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Subrecipient, or an employee of the Subrecipient, or a subrecipient of the Subrecipient under workers' compensation acts, disability benefit acts, or other employee benefits acts. The coverage provided by the Subrecipient will include negotiating, settling, litigating, arbitrating, mediating, or indemnifying or holding harmless the Eastern Upper Peninsula Intermediate School District in any administrative proceeding.

H. Disparagement

The Subrecipient agrees that, during the term of this Contract and at all times thereafter, the Subrecipient shall not, in any written or oral communications with the press or other media or any customer, client or supplier of State of Michigan/Department of Education/Office of Great Start or the Eastern Upper Peninsula Intermediate School District, or any of State of Michigan/Department of Education/Office of Great Start or the Eastern Upper Peninsula Intermediate School District affiliates, criticize, ridicule or make any statement which disparages or is derogatory of State of Michigan/Department of Education/Office of Great Start, the Eastern Upper Peninsula Intermediate School District, its affiliates or any of their respective directors or senior leadership.

I. Record Retention & Access to Records

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained, in the sub recipient's administrative offices, for a period of six years from the date of the submission of the final expenditure report. If the award is being reviewed or audited, records will be retained until completion of the review/audit.

In addition, records must be retained in accordance with the *Records Retention and Disposal Schedule for Michigan Public Schools* as revised on December 7, 2010. Relatedly, the Subrecipient acknowledges the Eastern Upper Peninsula Intermediate School District obligation to comply with the Freedom of Information Act and other public records laws, and at the Eastern Upper Peninsula Intermediate School District request shall promptly furnish the Eastern Upper Peninsula Intermediate School District with those statements, records, and information related to or arising out of this Contract to comply with applicable law.

J. Procurement

The Subrecipient warrants and represents that all purchase transactions, whether negotiated or advertised, will be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-87, A133, along with 2 CFR Part 2 Subpart F and 45 CFR Part 75 Subpart F, which are specific to CCDF, or A-102 (as revised), and implemented through applicable portions of 45CFR Subtitle A, Section 92.36, as promulgated by responsible federal contractor(s). Records sufficient to document the significant history of all purchases must be maintained for a minimum of five (5) years after the later of the end of the Contract term or the termination of this Contract.

K. Subcontracts

The Subrecipient warrants and represents:

- That a written subcontract will be executed by all affected parties prior to the initiation of any new subcontract activity.
- That any executed subcontract to this Contract will require the subcontractor to comply with all applicable terms and conditions of this Contract. In the event of a conflict between this Contract and the provisions of the subcontract, the provisions of this Contract will prevail. A conflict between this Contract and a subcontract, however, will not be deemed to exist where the subcontract:
 - Contains additional non-conflicting provisions not set forth in this Contract.
 - Restates provisions of this Contract to afford the Subrecipient the same or substantially the same rights and privileges as the Eastern Upper Peninsula Intermediate School District or requires the Subcontractor to perform duties and/or services in less time than that afforded the Subrecipient in this Contract.
 - Does not affect the Subrecipient's accountability to the Eastern Upper Peninsula Intermediate School District for the subcontracted activity.
- That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.

That the Subrecipient will submit all written contracts, and subcontracts funded by this Contract that are in excess of \$100,000 to the Eastern Upper Peninsula Intermediate School District prior to execution for review and approval to ensure compliance with the CCDF State Plan, applicable state and federal laws and regulations. For other contracts related to this Contract, the Subrecipient will permit the Eastern Upper Peninsula Intermediate School District, or its designee, to visit the Subrecipient's offices and review and evaluate as requested. The Eastern Upper Peninsula Intermediate School District will provide five business days' notice prior to the review.

L. Ownership of Work Product

All Deliverables, work product, or works of authorship produced under this Contract shall be owned by the Eastern Upper Peninsula Intermediate School District and shall be considered works made for hire by the Subrecipient for the Eastern Upper Peninsula Intermediate School District. In the event that any deliverable, work product, or work of authorship produced under this Contract is not considered a work for hire, then the Subrecipient hereby assigns all right, title, and interest to the Eastern Upper Peninsula Intermediate School District effective as of the effective date of this Contract.

M. Publication - Approval and Copyright

The Eastern Upper Peninsula Intermediate School District shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Contract. The Subrecipient shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior written permission of the Eastern Upper Peninsula Intermediate School District. All materials must meet the equity, diversity, and inclusion criteria as defined by MDE OGS and Early Childhood Support Network.

If the Subrecipient or an agent of the Subrecipient creates and/or reproduces under these Contract materials which are developed for consumption by the general public or as a general information tool, the Subrecipient or its agent must include the statement referenced below, as applicable:

- Funding from the Office of Great Start within the Michigan Department of Education supports the implementation of Great Start

News releases (including promotional literature and commercial advertisements) pertaining to this Contract shall not be made without prior written Eastern Upper Peninsula Intermediate School District approval, and then only in accordance with the explicit written instructions from the Eastern Upper Peninsula Intermediate School District. No results of the activities associated with the Contract are to be released without prior written approval of the EUPISD and then only to persons designated.

N. Legal Effect

Except as otherwise agreed in writing by the parties, the Eastern Upper Peninsula Intermediate School District assumes no liability for costs incurred by the Subrecipient or payment under this Contract, until Subrecipient is notified in writing that this Contract has been approved by the Eastern Upper Peninsula Intermediate School District and has been signed by all the parties.

O. Responsibility of Personnel

The Subrecipient must demonstrate that every viable effort will be made to ensure that a diverse pool of individuals is obtained for personnel working on this project. Subrecipient shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Subrecipient to perform the Services. The Subrecipient will not remove or reassign key personnel without the Eastern Upper Peninsula Intermediate School District permission.

P. Change Requests

The Eastern Upper Peninsula Intermediate School District reserves the right to make any changes to the requirements and specifications of the Contract and the work to be performed by the Subrecipient under the Contract, in its sole discretion, in order to fully comply with its obligations under the Grant Contract. Furthermore, changes may need to be made due to the Eastern Upper Peninsula Intermediate School District need or desire to discontinue certain business practices or create Additional Services/Deliverables. Change requests will be made in writing and include timelines, as applicable.

Q. Termination of Contract between Eastern Upper Peninsula Intermediate School District and Subrecipient

The Eastern Upper Peninsula Intermediate School District may terminate the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees by giving the Subrecipient advance written notice of such cancellation thirty (30) days. In case of default by the Subrecipient, the Eastern Upper Peninsula Intermediate School District may immediately terminate the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees and may procure the services from other sources.

In addition, the Eastern Upper Peninsula Intermediate School District may immediately cancel the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share if the Subrecipient is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property,

attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Eastern Upper Peninsula Intermediate School District, reflects on the Subrecipient's business integrity.

The Eastern Upper Peninsula Intermediate School District may cancel the Contract upon thirty (30) days' written notice if the Eastern Upper Peninsula Intermediate School District determines that the Subrecipient, its agent, or its representative has offered or given a gratuity, kickback, money, gift, or anything of value to an officer, official, or employee of the Eastern Upper Peninsula Intermediate School District intended, by the gratuity, to obtain a contract or favorable treatment under a contract. The Subrecipient hereby certifies that no funds have been given to any Eastern Upper Peninsula Intermediate School District officer or employee for influencing or attempting to influence such officer or employee of the Eastern Upper Peninsula Intermediate School District.

The Subrecipient may terminate this Contract upon thirty (30) days' written notice to the Eastern Upper Peninsula Intermediate School District at any time prior to the completion of the Contract period.

If this Contract is terminated, the Subrecipient shall provide the Eastern Upper Peninsula Intermediate School District, within thirty (30) days of termination, with all financial, performance and other reports required as a condition of the Contract. The Eastern Upper Peninsula Intermediate School District shall make payments to the Subrecipient for allowable reimbursable costs not covered by previous payments.

This Contract is binding upon and will inure to the benefit of the successors of each of the parties. Upon termination prior to expiration of this Contract, if the Scope of Work is directly connected to the work performed between the Eastern Upper Peninsula Intermediate School District and the MDE-OGS, the Eastern Upper Peninsula Intermediate School District is contractually bound to immediately notify MDE-OGS, and automatically assign any and all of the Eastern Upper Peninsula Intermediate School District duties, rights, title and interest, which are relevant to the work between the Eastern Upper Peninsula Intermediate School District and MDE-OGS, to MDE-OGS. However, Consultant/Vendor would continue to be bound specifically by the Ownership, Indemnification and Confidentiality, and data retention provisions, which would run to the benefit of and be enforceable by the Eastern Upper Peninsula Intermediate School District, as well as MDE-OGS, after termination, assignment or expiration of this Contract.

R. Continuing Responsibilities

Termination, conclusion, or cancellation of this Contract shall not be construed so as to terminate the ongoing responsibilities of the Subrecipient or rights of the Eastern Upper Peninsula Intermediate School District.

S. Transition Responsibilities

Upon termination or expiration of this Contract for any reason, Subrecipient must, for a period of time specified by the State (not to exceed 90 calendar days), and within the current Contract period, provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without unplanned, significant or material interruption or adverse effect within Eastern Upper Peninsula Intermediate School District or Resource Center's control, and to facilitate the orderly transfer of such agreed upon SOW Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the SOW Activities at the established Contract rates within the current Contract period or as negotiated for work beyond the current Contract period, if done so in advance of the current Contract period end date; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable and agreed upon SOW Activities, training, equipment, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or

indirectly to Subrecipient by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State’s discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and the EUPISD may reconcile all outstanding accounts (collectively, “Transition Responsibilities”).

T. Contract Inclusiveness/Amendment

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. If a revision to federal or state law or regulation occurs, that in the Eastern Upper Peninsula Intermediate School District sole discretion, requires that this Contract be amended, then Eastern Upper Peninsula Intermediate School District will propose an amendment to the Contract that reflects the revision of the law or regulation. If the Subrecipient refuses to sign such amendment within fifteen (15) days after receipt, this Contract shall, in the sole discretion of the Eastern Upper Peninsula Intermediate School District, either (a) automatically be amended to reflect the revision of the law or (b) terminate upon such refusal. Except as otherwise provided above, this Contract may be amended only by the written consent of all the parties hereto.

U. Stop Work Orders

Under the Grant Contract, the state of Michigan has reserved the right to issue a stop order. Accordingly, Eastern Upper Peninsula Intermediate School District may, at any time, by written stop work order to the Subrecipient, require that the Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to the Subrecipient, and for any further period to which the parties may agree. The stop work order will be specifically identified and will indicate that it is issued under this Section of the Contract and include the reasons for the stop work order. Upon receipt of the stop work order, the Subrecipient will immediately comply with its terms, and take all necessary and reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

If a stop work order issued under this Section of the Contract is canceled, or the period of the stop work order, or any extension thereof expires, the Subrecipient will resume work. The parties will agree upon an equitable adjustment in the services to be delivered, the Subrecipient price, or both, and the Contract will be modified, in writing, accordingly, if:

- a. the stop work order results in an increase in the time required for, or in the Subrecipient’s cost properly allocable to the performance of any part of this Contract; and
- b. the Subrecipient asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage, provided that, if Eastern Upper Peninsula Intermediate School District decides the facts justify the action, Eastern Upper Peninsula Intermediate School District may receive, and act upon, a Subrecipient billing submitted at any time before final payment under the Contract.

SECTION II. SCOPE OF WORK PLANS

Contained within this Section:

- A. Performance Monitoring Requirement
- B. Activities Allowed
- C. Deviations from Scope of Work Plans
- D. Scope of Work Changes

A. Performance Monitoring Requirements

The Resource Center Director will be the primary contact for Eastern Upper Peninsula Intermediate School District regarding performance concerns. x will work with Resource Center Directors to seek their understanding and response to performance concerns. EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT's goal will be to achieve satisfactory resolution of performance concerns within reasonable time frames. Should Eastern Upper Peninsula Intermediate School District not be able to achieve satisfactory resolution within a reasonable period of time from the Resource Center Director, Eastern Upper Peninsula Intermediate School District will then contact the Resource Center Director's Supervisor and/or the identified Organization lead or board.

Each Resource Center Director, and appropriate staff, will participate in scheduled on-site reviews, which will be conducted by Eastern Upper Peninsula Intermediate School District. These reviews will occur at a frequency determined by the Eastern Upper Peninsula Intermediate School District to assure that the annual plan of work and this Contract are being viably implemented.

Lack of adequate progress, as determined by Eastern Upper Peninsula Intermediate School District, within each quarter, may subject the Resource Center to a Corrective Action Plan. Lack of adequate progress, as determined by Eastern Upper Peninsula Intermediate School District, for more than one quarter will subject the Resource Center to further corrective action, as determined by Eastern Upper Peninsula Intermediate School District. Inadequate resolution of persistent performance concerns, as determined by Eastern Upper Peninsula Intermediate School District, will result in the termination of the Contract.

In addition, the Eastern Upper Peninsula Intermediate School District reserves the right to perform unscheduled on-site visits during normal business hours, to monitor the Subrecipient's activities under this Contract at any time, either during the term, or within one year after termination of the Contract. The Subrecipient shall cooperate with the Eastern Upper Peninsula Intermediate School District during the monitoring process by making available all records, facilities, and other resources necessary to perform the review.

If the Eastern Upper Peninsula Intermediate School District detects noncompliance with this Contract, and/or questioned costs during an on-site visit review, these items shall be identified and conveyed to the Subrecipient in an exit conference. The Eastern Upper Peninsula Intermediate School District shall provide the Subrecipient with a detailed written report of these findings within thirty (30) days of the exit conference. The Subrecipient is required to address each item in the Eastern Upper Peninsula Intermediate School District report by providing a Corrective Action Plan (CAP) to eliminate or correct each issue of noncompliance. The Subrecipient shall submit the CAP to the Eastern Upper Peninsula Intermediate School District within thirty (30) days from issuance of the Eastern Upper Peninsula Intermediate School District report. Eastern Upper Peninsula Intermediate School District will monitor completion of the CAP in conjunction with the Subrecipient.

If the Eastern Upper Peninsula Intermediate School District identifies questioned costs that cannot be substantiated or that are disallowed under the Contract, then the Eastern Upper Peninsula Intermediate School District may, at its discretion, and after consultation with the Subrecipient, require the Subrecipient to submit a reimbursement to the Eastern Upper Peninsula Intermediate School District to reflect adjustment for disallowed costs. The Subrecipient must submit reimbursement for disallowed costs within 5 days of any notice of a disallowed cost from Eastern Upper Peninsula Intermediate School District. If the Subrecipient fails to comply with monitoring requirements as set forth in this Contract, and within allotted time frames mutually established, the Eastern Upper Peninsula Intermediate School District may, at its discretion, invoke sanctions on the Subrecipient, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of the Contract.

B. Activities Allowed

Activities allowed or prohibited shall be determined in accordance with the Uniform Guidance. The Superintendent and/or Grant Coordinator will monitor activities for allow ability. Appropriate state and federal agencies will be contacted when there are questions related to the allow ability of specific costs before the funds are charged to federal grants.

C. Deviations from the Work Plan

Subrecipient and Eastern Upper Peninsula Intermediate School District agree that specific timelines and metrics have been set by Contract of both parties in connection with the CCDF work. The parties agree that these timelines and metrics are vital to the success of the projects being handled by Subrecipient.

Unless separate Contract has been made in writing between Subrecipient and Eastern Upper Peninsula Intermediate School District, a deviation from a project work plan will be considered a material breach of the Contract when the Contract obligations of Subrecipient have not been finalized for 15 days after the expected project due date.

Eastern Upper Peninsula Intermediate School District and Subrecipient agree that a material breach of Contract in connection with the project work plan may result in penalties and the following procedures will apply:

- A. Eastern Upper Peninsula Intermediate School District will monitor Contract/subrecipients/partners utilizing three accountability elements –the plan of work, progress monitoring meetings, and reporting -as key mechanisms for tracking progress and the provision of on-going support.
- B. Subrecipient will be required to provide evidence of adequate progress against relevant performance measures identified in the Contract. Subrecipient will report this at the end of each quarter throughout the Contract period as detailed in the annual SOW Plan Reporting Requirements.
- C. Full payment will not be made to Subrecipient unless Eastern Upper Peninsula Intermediate School District is satisfied with the quality of the deliverable and/or progress demonstrated toward identified activities, tasks, and milestones. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance for Subrecipient. A withholding of up to 10% of designated funds, to be determined based on the impact of the breach, may be imposed for failure to implement, or make acceptable progress on such corrective action plans.

A deviation from the project plan that is not beyond 15 days of the project due date will not be considered a material breach of the Contract, and an Amendment can be proposed by Subrecipient to maintain good standing.

D. Scope of Work Changes

If the Subrecipient deems a change necessary to the Scope of Work, the Subrecipient will notify the Contracts Administrator regarding these changes. Any proposed change(s) will be assessed to determine the reason(s) behind the need for a change and the potential impact to the program. No change to the Scope of Work will be made without explicit permission from Eastern Upper Peninsula Intermediate School District administration. Changes will be documented in writing and signed by both parties.

SECTION III. FISCAL MANAGEMENT

Contained within this Section:

- A. Payment of Funds for the Purposes of this Contract
- B. Allowable Costs
- C. Reimbursement Schedule
- D. Final Obligations
- E. Fiscal Monitoring
- F. Budget Amendments
- G. Reporting
- H. Audits
- I. Audit Requirements
- J. Audit Sanctions
- K. Warranties & Representations
- L. Management Responsibility
- M. Fees and Other Sources of Funding

A. Payment of Funds for the Purposes of this Contract

The Eastern Upper Peninsula Intermediate School District payments of funds for purposes of this Contract are subject to and conditional upon the availability of funds for such purposes, being Federal and/or State funds. No commitment is made by the Eastern Upper Peninsula Intermediate School District to continue or expand activities covered by this Contract beyond any funding that is actually provided to Eastern Upper Peninsula Intermediate School District by government sources. Funding for services to be provided beyond the end of the current fiscal year is dependent on legislative appropriation. Based on the availability of funds in each fiscal year covered by this Contract and based on the Eastern Upper Peninsula Intermediate School District determination of the volume of service needed on a yearly basis, this Contract may require amendment proposed by Eastern Upper Peninsula Intermediate School District. The amendment shall specify the dollar amount and volume of service to be purchased in each fiscal year subsequent to the current fiscal year.

B. Allowable Costs

Allowable costs shall be determined in accordance with Uniform Guidance, 2 CFR 200 program legislation, Federal awarding agency regulations, and the terms and conditions of the awards.

The Early Childhood Finance Coordinator and Program Coordinator will monitor for allowable costs. Appropriate state and federal agencies will be contacted when there are questions related specific costs before the funds are charged to federal grants.

C. Reimbursement Schedule

All subrecipients will be required to request funds via the Statement of Expenditures (SOE) provided by the Eastern Upper Peninsula Intermediate School District twelve (12) times during this grant period unless otherwise permitted and as specified by the Eastern Upper Peninsula Intermediate School District.

The Eastern Upper Peninsula Intermediate School District has the discretion to not reimburse the Subrecipient for billings submitted after the timelines outlined by the Michigan Department of Education.

The SOE will be verified for accuracy between what was approved in the budget and how funds were expended. Payment will not be made until a programmatic review of the budget narrative and/or quarterly progress report has been completed. Payment will also comply with all applicable federal rules and regulations.

D. Final Obligations

A report of estimated total Contract expenditures projected through the end of the contract period must be submitted to Eastern Upper Peninsula Intermediate School District no later than July 10, 2023 using guidelines as issued by Eastern Upper Peninsula Intermediate School District.

E. Fiscal Monitoring

The requirements for Subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)), OMB regulations, Uniform Guidance, 2 CFR 200, Federal awarding agency regulations, and the terms and conditions of the award.

The following steps are to be followed to ensure appropriate monitoring of participating agency requests for grant funds:

- Request for Funds form (Statement of expenditures: SOE) is created by the Finance Coordinator which includes the participating subrecipient agency budget. The participating subrecipient agency is required to complete the form for any fund requests and they are required to attach copies of all applicable detail such as general ledger documentation.
- An annual fiscal monitoring visit will be conducted on site to further examine backup detail for expenses charged to the program such as but not limited to, expense receipts, training attendance sheets, training agendas and payroll information such as pay rate schedules and time and effort certifications.
- The Finance Coordinator verifies all of the supporting documentation to monitor reasonable assurance that the Federal grant is being managed in compliance with laws, regulations and the provisions of contracts or grant Contracts that could have a material effect on the Federal program. Any unallowable costs shall not be charged to the Federal program and will not be paid to the participating subrecipient agency.
- Suspension and Debarment is reviewed by the Finance Coordinator on the System for Award Management (SAM) prior to awarding a contract or conducting business with an individual or organization that directly or indirectly submits to be a contractor or subcontractor to ensure they have not been suspended or debarred.
- When the Finance Coordinator is satisfied that the request for funds meets all of the Federal requirements of the grant, the request is processed for payment to the participating subrecipient agency.
- Federal Funds are requested by the Finance Coordinator upon the request being processed for payment to the participating subrecipient agency.

Ensure that subrecipients expending \$750,000 or more in federal awards during the sub-recipient's fiscal year have met the audit requirements for that fiscal year.

F. Budget Amendments

Adjustments in budget line-items are required when actual expenditures exceed 10% of the original budgeted amount or are more than \$1,000 (whichever is greater). Adjustments must be pre-authorized by the Eastern Upper Peninsula Intermediate School District. An increase in a line item must be accompanied by an equal decrease in another line item within the Contract budget. The increase/decrease can be spread across a number of line items, as long as the total amount of the decrease equals the total amount of the

increase. All Line-Item Transfer Requests must be completed through a format provided by the Eastern Upper Peninsula Intermediate School District and are expected to occur no later than 30 days prior to the end date of this Contract.

Subrecipient must meet the Scope of Work requirements for their service area as a minimum. Based on provider needs in the service area additional services may be offered above and beyond those identified in the current Scope of Work. Budget adjustments must be pre-authorized by the Eastern Upper Peninsula Intermediate School District and must be completed through a format provided by the Eastern Upper Peninsula Intermediate School District. Both parties must agree to the scope change prior to any effort expended, and no later than 30 days prior to the end date of this Contract. **G. Reporting**

The Subrecipient may not spend an amount that exceeds the total amount awarded for services performed under this Contract from **October 1, 2022 through September 30, 2023**. The Subrecipient will be reimbursed based on SOE submitted pursuant to the timelines outlined in the "Reimbursement Schedule" section of this Contract. Reimbursements shall not exceed the total amount of this Contract.

H. Audits

Regulations applicable to funding sources are included in the Federal Catalog of Domestic Assistance (CFDA). The CFDA number used for this Contract is: 93.575. The federal financial participation (FFP) rate for this contract is: 100%.

The Eastern Upper Peninsula Intermediate School District may change the CFDA # and/or FFP rate during the course of this Contract. If the CFDA number and/or the FFP rate changes during the time of this Contract the Eastern Upper Peninsula Intermediate School District will notify the Subrecipient in writing.

The Eastern Upper Peninsula Intermediate School District agrees that the cost of audit activities is a reasonable Contract expense as long as the cost can be accommodated within your current total allocation.

I. Audit Requirements

It is the Subrecipient's responsibility to determine if they meet the requirements per 2 CFR Part 200, Subpart F and 45 Part 75 Subpart F to have a single audit performed. If it is determined the Subrecipient meets the requirements, the Subrecipient must submit the reporting package (see below) and an audit transmittal letter to the Eastern Upper Peninsula Intermediate School District in accordance with the time frame established in the Circular.

If it is determined that the Subrecipient does not need to have a single audit performed, a letter stating that and the rationale must be provided to the Eastern Upper Peninsula Intermediate School District within 60 days of the Subrecipient's year end.

The reporting package includes:

1. Financial statements and Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan

A copy of Subrecipient audit reports must be submitted to the Eastern Upper Peninsula Intermediate School District within 60 days of completion.

J. Audit Related Sanctions

The Eastern Upper Peninsula Intermediate School District may impose sanctions on the Subrecipient if the Subrecipient fails to adhere to any of the audit requirements in this Contract. The Eastern Upper Peninsula

Intermediate School District will notify the Subrecipient in writing of any imposed sanctions. In cases of continued inability or unwillingness to comply with audit requirements, the Eastern Upper Peninsula Intermediate School District may recoup all federal payments made to the Contractor during the period that a single audit was required.

Funds provided to the Great Start to Quality Resource Center by the Eastern Upper Peninsula Intermediate School District, or the Early Childhood Support Network (ECSN) are intended to support the core costs for implementation of the FY22 Great Start to Quality Resource Center Scope of Work. Resource Centers are encouraged to develop a budget that uses funds efficiently while at the same time ensuring that performance measures are achieved. The Eastern Upper Peninsula Intermediate School District reserves the right to disallow fund usage for expenditures beyond the specified Scope of Work or for items deemed unallowable, unreasonable, or not cost-effective.

K. Warranties and Representations

The Subrecipient represents and warrants:

- The Contract signatory has the power and authority, including any corporate authorizations, necessary to enter into this Contract on behalf of Subrecipient.
- It is qualified and registered to transact business in all locations where required.
- It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
- The performance of all obligations under this Contract shall be provided in a timely, professional, and workmanlike manner and shall meet the performance measures and operational standards required under this Contract.

L. Management Responsibility

Subrecipient shall have overall responsibility for managing and successfully performing and completing the Scope of Work specified in the Contract, subject to the overall direction and supervision of the Eastern Upper Peninsula Intermediate School District and with the participation and support of the Eastern Upper Peninsula Intermediate School District as specified in this Contract.

The Services/Deliverables will be provided by the Subrecipient either directly or through its affiliates, subsidiaries or subcontractors. **Regardless of the entity providing the Service/Deliverable, the Subrecipient will act as a single point of contact coordinating these entities to meet the Eastern Upper Peninsula Intermediate School District need for Services/Deliverables.** Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

Failure to achieve Performance Metrics in the implementation of the Scope of Work for FY22, will subject the Resource Center to additional technical assistance and/or follow-up by the Eastern Upper Peninsula Intermediate School District, which may include a Corrective Action Plan and/or if the Eastern Upper Peninsula Intermediate School District determines necessary, the termination of this contract. Written documentation of process and status will be issued.

M. Fees and Other Sources of Funding

The Subrecipient guarantees that any claims made to the Eastern Upper Peninsula Intermediate School District under this Contract shall not be financed by any source other than the Eastern Upper Peninsula Intermediate School District under the terms of this Contract. If funding is received through any other source, the Subrecipient agrees to delete from Subrecipient billings, or to immediately refund to the Eastern Upper Peninsula Intermediate School District, the total amount representing such duplication of funding.

SECTION IV. ASSURANCES AND CERTIFICATIONS--FEDERAL PROGRAMS

Contained within this Section:

- A. Assurance regarding compliance with grant program requirements
- B. Assurance concerning materials developed with funds awarded under this grant
- C. Certification regarding nondiscrimination under federally and state assisted programs.
- D. Certification regarding Title II of the Americans with Disabilities Act (ADA)
- E. Certification regarding Title III of the Americans with Disabilities Act (ADA)
- F. Certification regarding nondiscrimination under federally and state assisted programs
- G. Debarment and Suspension.
- H. HHS certification regarding drug-free workplace requirements:
- I. Certification of Compliance with the Pro-Children Act of 1994:
- J. Certification regarding lobbying
- K. Hatch Political Activity and Intergovernmental Personnel Act
- L. Prohibition Against Using Funds to Support Religious Activities
- M. Health Insurance Portability and Accountability Act
- N. Child Care and Development Fund (CCDF) Program Assurances

The following assurances and certifications are hereby given to the Eastern Upper Peninsula Intermediate School District:

- A. Assurance regarding compliance with grant program requirements.** The Subrecipient agrees to comply with all applicable requirements of all state statutes, federal laws, executive orders, regulations, policies, and award conditions governing this Contract. The Subrecipient understands and agrees that if it materially fails to comply with the terms and conditions of this Contract, the Eastern Upper Peninsula Intermediate School District may withhold funds otherwise due to the Subrecipient from this Contract. The Eastern Upper Peninsula Intermediate School District may withhold up to 10 percent of any payment based on a monitoring finding, audit finding or pending final report. In addition, Subrecipient agrees to the following program requirements as specified by MDE OGS:
- 1. Use of MiRegistry.
 - a. 100% of professional development opportunities must be state approved. Resource Centers will implement professional development to support programs and providers in alignment with statewide policies and procedures
 - b. Resource centers must utilize the state training approval process
 - 2. All Resource Center Staff who provide in person or online training raining must be approved trainers in the MiRegistry.org system.
 - a. All Resource Center staff must adhere to all active Great Start to Quality protocols and guidelines
 - 3. All materials distributed by Resource Centers must meet the MDE/OGS, ECSN and ECIC standards of quality
 - a. RCs will review and maintain electronic media and social media
 - 4. RC is expected to have at least one FTE equivalent I/T Specialist dedicated fulltime to support of infant-toddler work.
- B. Assurance concerning materials developed with funds awarded under this grant.** The Subrecipient assures that the following statement will be included on any publication or project materials developed

with funds awarded under this Contract, including reports, films, brochures, and flyers: "These materials were developed under a grant awarded by the Michigan Department of Education."

- C. **Certification regarding nondiscrimination under federally and state assisted programs.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education.
- D. **Certification regarding Title II of the Americans with Disabilities Act (ADA), p.l. 101-336, state and local government services.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with the Americans with Disabilities Act (ADA) providing comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.
- E. **Certification regarding Title III of the Americans with Disabilities Act (ADA), P.L. 101-336, public accommodations and commercial facilities.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with the Americans with Disabilities Act (ADA) providing comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools and day care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from the Michigan Department of Education, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.
- F. **Certification regarding nondiscrimination under federally and state assisted programs.**
In the performance of this Contract or any contract, sub-Contract, or purchase order produced as a result of this Contract, the Subrecipient agrees it will not discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided, or any matter, directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Subrecipient further agrees that every sub-Contract entered into for the performance of any Contract or purchase order resulting therefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as specified in this Contract, binding upon each Subrecipient. This covenant is required pursuant to the Elliott-Larson Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach of these terms will be regarded as a material breach of the Contract or purchase order.

G. Debarment and Suspension.

<http://www.acf.hhs.gov/grants/certification-regarding-debarment-suspension-and-other-0>

The requirements for suspension and debarment are contained OMB guidance in 2 CFR part 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; Federal agency regulations Uniform Guidance, 2 CFR 200, program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the Subrecipient;
- Have not, within a three-year period preceding this Contract, been convicted of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (federal, state, or local) with commission of any offense enumerated in the immediately preceding bullet, and;
- Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Suspension and Debarment is reviewed by the Director of Finance on the System for Award Management (SAM) prior to awarding a contract or conducting business with an individual or organization that directly or indirectly submits to be a contractor or subcontractor to ensure they have not been suspended or debarred.

H. HHS certification regarding drug-free workplace requirements:

<http://www.acf.hhs.gov/grants/certification-regarding-drug-free-workplace-requirements>

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient and its agents will comply with the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions.

I. Certification of Compliance with the Pro-Children Act of 1994:

<http://www.acf.hhs.gov/grants/certification-regarding-environmental-tobacco-smoke>

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient and its agents will comply with Public law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by, and used routinely or regularly, for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, Contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The Subrecipient also assures that this language will be included in any subawards that contain provisions for children's services.

The Subrecipient also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking will not be permitted anywhere in the facility, or those parts of the facility under the control of the Subrecipient. If activities or services are delivered in facilities or areas that are not under control of the Subrecipient (e.g., a mall, restaurant or private work site), the activities or services will be smoke-free.

J. Certification regarding lobbying <http://www.acf.hhs.gov/grants/certification-regarding-lobbying>

The Subrecipient will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq., and Title V Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 111-117); 123 stat 3279. Further, the Subrecipient will require that the language of this assurance be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative Contracts) and that all subrecipients will certify and disclose accordingly.

K. Hatch Political Activity and Intergovernmental Personnel Act

The Subrecipient and its agents will comply with the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Act 95454, 42 USC 4728. Any person or organization involved in the administration of federally assisted programs cannot use Federal funds for partisan political purposes of any kind.

L. Prohibition Against Using Funds to Support Religious Activities

The Subrecipient will not use funds provided by Eastern Upper Peninsula Intermediate School District or administered by the state or federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Subrecipient engages in such activities, it must offer them separately, in time or location, from the programs or services funded by Eastern Upper Peninsula Intermediate School District or with state or federal assistance, and participation must be voluntary for the beneficiaries of the state or federally funded programs or services.

The Subrecipient will strictly adhere to provisions of federal law and regulation, including those found in 42 U.S.C. 604a.

M. Health Insurance Portability and Accountability Act

To the extent that this Act is pertinent to the services that the Subrecipient provide to Eastern Upper Peninsula Intermediate School District under this Contract, the Subrecipient assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Subrecipient must not share any protected health data or information provided by Eastern Upper Peninsula Intermediate School District that falls within HIPAA requirements except to a subcontractor as appropriate under this Contract.
2. The Subrecipient must require the subcontractor not share any protected health data and information from Eastern Upper Peninsula Intermediate School District that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Subrecipient must only use the protected health data and information for the purposes of this Contract.

4. The Subrecipient must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to protected health data and information by the Subrecipient's employees.
5. The Subrecipient must have a policy and procedure to report to Eastern Upper Peninsula Intermediate School District unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subrecipient becomes aware.
6. Failure to comply with any of these requirements may result in the termination of this Contract in accordance with its terms.
7. In accordance with HIPAA requirements, the Subrecipient is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subrecipient from Eastern Upper Peninsula Intermediate School District or any other source.
8. The Subrecipient will execute a Business Associate Contract, if requested by Eastern Upper Peninsula Intermediate School District

N. Child Care and Development Fund (CCDF) Program Assurances

The Subrecipient will assure that the following apply and are adhered to:

- It will have in effect a program that complies with provisions of the Child Care and Development Fund Plan for Michigan, and is administered in accordance with the Child Care and Development Block Grant Act of 1990, as amended, Section 418 of the Social Security Act, and all other applicable Federal laws and regulations;
- No modifications of existing CCDF funded programs or services, including but not limited to, those listed in the annual Resource Center Scope of Work will be effective unless in writing, and signed by the Program Manager and the representative of the Subrecipient, at least 30 days prior to the date that change is to become effective. Any breach or default by a party will not be waived or released other than in writing signed by another party;
- The Subrecipient will submit all written contracts, and sub-contracts funded by this grant that are in excess of \$100,000 to Eastern Upper Peninsula Intermediate School District prior to execution for review and approval to ensure compliance with the CCDF State Plan and applicable state and federal laws and regulations. For other Contracts related to this Contract the Great Start to Quality Resource Center will permit Eastern Upper Peninsula Intermediate School District, or its designee, to visit the Subrecipient's offices and review and evaluate as requested. Five business days' notice will be given prior to the review and the review will take no longer than five business days.
- The Subrecipient will assist Eastern Upper Peninsula Intermediate School District in collecting and disseminating consumer education that will promote informed childcare choices information to parents of eligible children and the general public, as specified in the annual Resource Center Scope of Work.