



# Early Learning Hub

*of Linn, Benton & Lincoln Counties*

## Service Provider Manual

2015 - 2017

[lblearlylearninghub.org](http://lblearlylearninghub.org)

**Vision:** Our communities provide an easily accessible and collaborative system of support and care for families that help children to grow up safe, nurtured, healthy, and ready for school and life.

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# INTRODUCTION

## Introduction

### Welcome Letter

Dear Partners,

Thank you for your partnership as we begin the first year of implementation work for our 2015 – 2020 Strategic Plan.

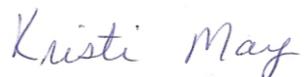
The 2015 – 2020 Strategic Plan sets out a bold vision for supporting young children and their families. In Oregon, 40% of children are arriving at kindergarten unprepared. Therefore, it is critical for the Early Learning Hub of Linn, Benton & Lincoln Counties to lead changes in our region to ensure that all children achieve educational and life success.

We are a part of a very exciting time in Oregon where the Governor and the Legislature have made early childhood a priority, making over \$100 million in new investments in early childhood. Early Learning Hubs have been entrusted with a significant portion of these funds. We now have significant resources to support core coordination and systems building activities, as well as to make direct investments in our region to support school readiness and help build healthy, stable and attached families.

The Early Learning Hub of Linn, Benton & Lincoln Counties is dedicated to ensuring all funded partners have the resources and supports needed to successfully implement high quality programs and services in their communities. This Service Provider Manual has been developed to provide you with comprehensive information on our requirements and to assist you in managing your Early Learning Hub contract.

On behalf of the Early Learning Hub staff and Governing Board, thank you for your dedication to improving the lives of children and families in our region.

Sincerely,



Kristi May  
Coordinator

# INTRODUCTION

## Overview of Early Learning Hubs

The Early Learning Hub of Linn, Benton & Lincoln Counties supports underserved children and families in our region to learn and thrive by making resources and supports more available, more accessible, and more effective.

The Early Learning Hub is a collection of program and service providers who believe that by working together as K-12 schools, early education, health, human services, and business we can better serve children and families.

We are focused on young children and their families because research is clear that giving children a strong start helps set them on a path toward future success, in school and in life. Well before the start of kindergarten, a child's brain has already created the foundation for future learning and development. The more we invest in young children, the greater the payoff will be down the road with stronger readers in third grade, more high school graduates, more college-ready students, and a skilled workforce that has the social, emotional and cognitive skills needed to meet the demands of a rapidly changing economy and contribute to our shared prosperity.

If our Early Learning Hub is successful, we will see more children ready to succeed in kindergarten, more families with the resources and tools to create stable environments for their children, and services and programs working together to provide what children and families need most.

### Our Vision

Our communities provide an easily accessible and collaborative system of support and care for families that help children to grow up safe, nurtured, healthy, and ready for school and life.

### Our Mission

The Early Learning Hub of Linn, Benton & Lincoln Counties brings partners together to increase family stability, improve kindergarten readiness, and ensure service coordination that is equitable and culturally and linguistically competent.

## Contract Monitoring

In order to adhere to state and federal laws, the Early Learning Hub is required to establish and enforce policies and procedures with regard to contracting and procurement.

Contract monitoring is necessary to:

- Ensure performance meets targets/deliverables as stated in the Scope of Work, evaluation and budget

# INTRODUCTION

- Promote continuous quality improvement of program and Hub processes
- Enable Early Learning Hub staff to obtain information and/or documentation regarding the quality and effectiveness of a program/contract
- Ensure costs are consistent, reasonable, necessary and justifiable with intended and actual outcomes

Administrative, programmatic and fiscal areas will be monitored concurrently by the Early Learning Hub.

Service Providers should present any questions or concerns regarding Early Learning Hub policies, requirements and final determinations to Hub Staff.

*Note: Throughout the remainder of this Service Provider Manual, the Early Learning Hub will be referred to as the "Hub" and contractors will be referred to as "Service Providers."*

## Administrative

Administrative monitoring ensures compliance with the Terms and Conditions outlined in the contract.

Service Providers must adhere to the following administrative requirements and procedures:

### Service Provider Manual & Contract

Service Providers are responsible for maintaining a copy of the current Hub Service Provider Manual and contract. All funding requirements and procedures outlined in both documents are mandatory.

### Confidentiality

During the contract term, Service Providers may have access to confidential client information and records required for effective coordination and delivery of services. All confidential discussions, deliberations, records and information generated or maintained in connection with these activities must be disclosed only to people who have the need to know and authority to access confidential consumer information or records. This includes information obtained and conveyed through all media. Records pertaining to any individual client are confidential and will not be open to examination for any purpose not directly connected with the administration of local evaluation. Service Providers must not disclose any confidential client information to any third party without written authorization from the client, the Hub, and/or legally authorized representative.

Standard procedures for keeping client level information confidential include, but are not limited to:

- Removing names, addresses or other such information allowing identification of participants from paper or electronic records and replacing them with codes
- Keeping lists linking codes to participants' names or other identifying information in locked locations or password protected electronic files to which access is strictly limited and keeping such lists physically separated from other information on participants
- Storing completed questionnaires or other paper records in a locked location where only designated project staff have access
- Keeping electronic information in password protected, secure files

For additional information regarding both client and Hub confidential information please refer to the Confidentiality section of the contract.

# ADMINISTRATIVE

## Fingerprint Clearance

All Hub funded employees, agents, volunteers and subcontractors who directly provide services to children must be fingerprinted in accordance to state and federal laws and must have a criminal clearance which states they do not have a criminal history that would compromise the safety of children.

## Child Abuse Mandated Reporter Training

Hub funded partners are required to report all known or suspected instances of child abuse or neglect to either local law enforcement or county child welfare services consistent with state and federal law. Each and every Hub funded employee, agent, volunteer, or subcontractor who directly provides services to children is required to receive child abuse mandated reporter training and must sign a statement acknowledging they understand and will comply with child abuse reporting laws. Verification of mandatory child abuse reporter training must be maintained for all parties listed above.

## Supplanting Policy

No Hub funds shall be used to supplant (take the place of, or replace) state or local General Fund money for any purpose. This prohibition does not apply to federally or privately funded programs.

*Note: A complete copy of the Hub's Supplanting Policy, including definitions of state and local General Fund money, is located on the Hub's website.*

## Organizational Chart, Job Description & Staffing Changes

Service Providers are required to submit job descriptions for all Hub funded employees and an agency organizational chart to the Hub.

In an effort to maintain client confidentiality, the Hub requires all funded partners to report any staffing changes to the Hub within five business days.

If the agency fails to fill a vacant position in a timely manner the Hub reserves the right to suspend the contract and/or withhold payment. Please refer to the Penalties portion of the Administrative section of this manual.

## Insurance Coverage & Licensure Requirements

Service Providers must maintain valid licenses, certifications and insurance coverage as applicable. For detailed insurance coverage requirements, please refer to the Insurance section of the contract.

# ADMINISTRATIVE

## Expulsion

The Hub does not support the expulsion of young children from any program including, but not limited to: parent-child developmental learning groups, preschool, home visitation and enriched child care. In lieu of expulsion, Service Providers are required to work closely with families to ensure the services provided best meet the needs of the individual child and family.

## Cultural Competency

All services, documents and program materials must be culturally and linguistically relevant to the populations served.

Cultural competency is an ongoing process. Because of this, the Hub encourages its partners to pursue ongoing training to develop cultural respect, focusing on family strengths when delivering services.

## Collaboration with the Early Learning Hub & Community Partners

The Hub continually evaluates the levels of interaction among Hub funded and non-funded programs to develop deeper levels of engagement among programs and to determine how programs can be strategically aligned to strengthen the system of services for children and families. This strategic alignment is particularly critical as Service Providers are called upon to meet the increasing needs of children and families at a time when budgets and resources continue to diminish. Service Providers are expected to collaborate and identify new ways of networking and coordinating services to maximize resources and build sustainable partnerships.

## Communications

### *Properly Crediting the Hub*

Properly crediting the work of the Hub is necessary to showcase State funds at work in the communities of Linn, Benton & Lincoln Counties. Therefore, Service Providers must adhere to the Hub's crediting requirement or otherwise will be penalized. Please refer to the Penalties portion of the Administrative section of this manual.

### *Logo Placement*

All print and electronic publications, including, but not limited to, electronic announcements, media activities, posters, brochures, fliers etc. that are in support of programs, events or projects with full or partial funding from the Hub must publicly acknowledge the Hub's role and

# ADMINISTRATIVE

the use of state funds. All acknowledgements must include the Hub's logo and the following text. The Hub logo and branding requirements can be found on our website.

*Funded by:*



---OR---

*Partially funded by:*



If service providers feel that documents are not suitable for the use of the Hub logo they should contact Hub staff. In rare cases, if Hub staff determine the logo is not suitable for a document, the logo may be substituted with the following: "Funded by the Early Learning Hub of Linn, Benton & Lincoln Counties."

## *Events*

If there are materials printed for an event that is partially or fully funded by the Hub, the printed materials must include the Hub's logo. If there is a segment in the event program for verbal acknowledgement of sponsors/funders, the Hub must be credited in the following manner: "Funded (in part) by the Early Learning Hub of Linn, Benton & Lincoln Counties."

## *Media Inquiries*

All programs/projects with full or partial funding from the Hub must publicly acknowledge the Hub's role and the use of state funds. To help Service Providers adhere to Hub guidelines and effectively "tell your story" the Hub requires all programs/projects to do the following:

- If a Service Provider is actively soliciting the media to do a story about its program/project:
  - Inform Hub staff about the plan to engage the media

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- Together Hub staff and LBCC's Marketing Specialist will determine whether Service Provider will need support to develop a strategy on how to solicit media attention
- Service Provider will need to submit a draft press release to Hub Staff
- Keep in mind, the Hub's job is not to edit a Service Provider's release or "control the message," but to make sure the Hub is presented in an accurate and appropriate manner and ensure proper crediting guidelines are satisfied
- Once approved by the Hub staff, Service Provider can begin engaging the media

## Disseminating Information

Service Providers, at the Hub's request and reasonable satisfaction, are required to disseminate materials regarding outreach or any other topic the Hub considers necessary. The Hub will provide these materials to Service Providers with reasonable notice and instructions for dissemination.

## Penalties

Repeated failure to adhere to administrative, programmatic and/or fiscal requirements may result in any of the penalties listed below. Penalties may be imposed on a contract and/or agency level.

*Note: Based on the severity of the finding(s) and at the sole discretion of the Hub, penalties may or may not be imposed in the following order.*

Finding	Penalty
First	A compliance warning letter will be sent and payment may be withheld until all issues are resolved
Second	<ul style="list-style-type: none"><li>• A Corrective Action Plan will be implemented and Service Provider will be required to submit monthly financial reports</li></ul> Corrective Action Plans may include one or more of the following: <ul style="list-style-type: none"><li>• Reimbursement to the Hub for services inaccurately reported/administered and/or a 5% penalty will be imposed on balance due to contractor</li><li>• Suspension of contract without payment</li></ul>
Third	Termination of contract and agency may be ineligible for future Hub funding

## Programmatic

Programmatic monitoring determines if service delivery is consistent with contract provisions and submitted reports. Failure to adhere to the Hub's reporting and programmatic requirements will result in penalties. Please refer to the Penalties portion of the Administrative section of this manual.

Service Providers must adhere to the following programmatic requirements and procedures:

### Scope of Work (SOW)

Service Providers, together with Hub staff, will prepare a Scope of Work (SOW) document. The SOW details all services/deliverables, including the number of clients to be served and the frequency of services, to be achieved by the Service Provider. Please refer to the Budget section of this manual for information regarding SOW modifications/amendments.

### Reporting Requirements

Service Providers are required to submit client level, narrative, and/or evaluation reports. Service Providers must maintain client numbers and service frequencies for each deliverable as required by the SOW. The Hub allows a 10% variance from SOW target number and frequency requirements. Services that vary by more than 10% from the required target may result in penalties. Please refer to the Penalties portion of the Administrative section of this manual.

#### *Client Level Data*

Service Providers are required to submit client level data on a quarterly basis. Demographic and service information to be provided on a client level basis includes, but is not limited to: intake and consent forms, screening information, services, and other evaluation data and forms as identified and required by the SOW. It is also important to maintain current and accurate contact information for all clients.

Client level data for each month is due the **fifth business day** following the end of the month.

The Hub will review all client level data (refer to the SOW for output and service information) on a quarterly basis to determine contract compliance. At this time a noncompliance letter may be sent if SOW and/or reporting requirements are not met (e.g. frequencies, client numbers, and/or services).

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## *Quarterly Narrative Reports*

Service Providers are required to submit narrative reports on a quarterly basis.

Any report submitted to the Hub is a public document and can be reviewed by members of the public upon their request. Once reports are submitted, there are no opportunities for correction.

Please adhere to the following guidelines when writing narrative reports:

- Keep the narrative brief and factual
- Check reports for grammar, punctuation, overall quality and accuracy
- Each quarterly narrative should be unique and not identical to previous submissions
- Any successes, challenges and impact on clients should be directly related to the Early Learning Hub funded program

The following information should be included in the quarterly narrative report:

### *Impact on Clients:*

- Include a client's story or experience (identifying information removed) if available
- Describe the most meaningful client-based outcomes from one or more SOW services

### *Successes/Impact on Program or Community:*

- Describe the results of the program's quality improvement efforts
- Include information about successful community collaborations
- Describe positive changes to a system as a result of the program (the system may be a school, school district, early intervention services, early care and education services, child welfare, a community, medical care, transitions for children and families, etc.)

### *Challenges and Barriers:*

- Describe program challenges (staff turnover, low attendance by clients, lack of staff capacity, resistance to change, etc.)
- Describe challenges in the system affecting clients (the system may be a family, school, school district, early intervention services, early care and education services, child welfare, a community, medical care, transitions for children and families, etc.)

The Hub will review all narratives on a quarterly basis to determine contract compliance.

# PROGRAMMATIC

## *Quarterly Narrative and Aggregate Report Deadlines*

<b>Quarterly Reports</b>	<b>Fiscal Year Reporting Period</b>	<b>Due Date</b>
1 <sup>st</sup> Quarter	July 1 – Sept. 30	Oct. 31
2 <sup>nd</sup> Quarter	Oct. 1 – Dec. 31	Jan. 31
3 <sup>rd</sup> Quarter	Jan. 1 – Mar. 31	Apr. 30
4 <sup>th</sup> Quarter	Apr. 1 – June 30	July 31

*Note: If the due date falls on a weekend or holiday the due date shall be the next business day.*

### Required Meetings

At the Hub's request and upon reasonable notice, Service Providers are required to attend specific meetings and trainings throughout the fiscal year. These meetings are designed to acquaint Service Providers with Hub requirements and create opportunities for networking, professional growth and program quality improvement. It is imperative that each Service Provider send an appropriate representative to these meetings.

In addition to attendance at meetings listed above, Service Providers are required to designate at least one staff person to participate in Hub workgroups.

*Note: Workgroups and monthly schedule are posted on the Hub website.*

### Required Forms

Service Providers must use the Hub approved forms outlined in their SOW. Hub approved forms can be located on the Hub Website.

### Documentation of Services & Record Retention

Service Providers must maintain backup documentation for all services required by the SOW document. This documentation is to be maintained on the Service Provider's site for the duration of the contract term. All client level and financial documentation must be maintained in a secure, locked storage space (e.g. filing cabinet). Documentation includes, but is not limited to: contact logs, agendas, attendance records, handouts, sign-in sheets, etc. Missing and/or incomplete documentation will result in disallowed costs.

All documents and records must be retained for at least six years from the expiration of the contract term. During this time, archived records should be stored to facilitate simple retrieval

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of documentation during the audit inspection. All records should clearly indicate on their storage container(s) the following information:

- Agency name
- Project name and contract number
- Beginning and end date of the contract
- Type/description of the records included in the container

When the six years have expired, Service Providers must destroy and eliminate all identifying information and records.

## Site Visits & Contract Compliance Review

Service Providers can expect at least one comprehensive, Annual Contract Review (ACR) during the third quarter of each fiscal year (January 1<sup>st</sup> – March 31<sup>st</sup>). The frequency of additional visits varies for each Service Provider depending on issues identified and risk level. The Hub reserves the right to make unannounced visits.

The ACR includes a review of all administrative, fiscal, programmatic and evaluation backup documentation for the fiscal year to date. The purpose of the ACR is to discuss the funded program and also to verify backup documentation is consistent with what has been reported to the Hub in the first two quarters. Scheduling during the third quarter allows time for Service Providers to make corrections, if needed, prior to submitting year end reports. All items referenced in the Service Provider Manual will be reviewed during the ACR.

To accomplish this in the allotted time, it is mandatory that staff responsible for administrative, fiscal, programmatic and data collection reporting requirements be present at the ACR meeting. A checklist will be provided ahead of time to ensure all required documents are available at the time of the visit. In the case of contracts with one or more subcontractors, the ACR will occur at the lead agency location. Lead agencies are expected to have all appropriate subcontractor documentation present at the time of the ACR.

After the ACR is completed, Hub staff will issue a summary report highlighting results. Any and all issues identified during the ACR require immediate attention and resolution within 10 business days. Failure to address issues within the timeline and to the Hub's satisfaction may result in penalties. Please refer to the Penalties portion of the Administrative section of this manual.

On occasion, Hub staff will conduct reviews that do not have to take place in person. Service Providers will be notified of requirements and expectations for this type of review in a formal letter from Hub staff.

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The Hub will bear reasonable costs in connection with or resulting from its regular monitoring, evaluation, data collection, visits, annual contract reviews, inspection, or other oversight activities. If, however, the Hub determines a need to conduct further oversight activities to determine whether or not a Service Provider committed fraud, breach, or other misrepresentation related to the services or contract performance, the Service Provider will bear any and all costs incurred.

Situations requiring an independent audit may include:

- Rescheduling an ACR appointment without valid justification
- Service Provider is not able or refuses to meet for an ACR within a reasonable timeline
- Required documents and/or key staff members, as detailed in this section, are not present during the ACR

## Corrective Action Plan

A corrective action plan is developed when a Service Provider is not meeting their contractual obligations and is in breach of contract. In such cases, Hub staff will require a corrective action plan resolving all issues identified within an agreed upon timeframe.

Instances warranting a corrective action plan include, but are not limited to, the following:

- Underperforming and/or inaccurate reporting on outputs and services by more than 10%
- Inaccurate, incomplete and/or late programmatic reporting
- Incorrect, incomplete and/or late fiscal invoicing and/or reporting
- Specific contractual requirements are not being met per the original intent or expected level of quality

Failure to meet corrective action plan requirements will result in additional penalties or termination of contract. Please refer to the Penalties portion of the Administrative section of this manual.

## Past Performance Review

Past performance is taken into consideration prior to any recommendation for funding. The Hub will not consider funding agencies with a history of unresolved poor performance. Past performance includes, but is not limited to: accurate and timely data reporting, attendance at mandatory meetings/trainings, collaboration with Hub and community partners, the frequency and scope of annual contract review findings, quality of services and adherence to financial requirements.

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## Program Challenges

It is imperative Service Providers communicate any issues and/or concerns as soon as they arise so Hub staff can make necessary adjustments and document the process. Service Providers must remain in compliance as past performance is taken into consideration for contract renewal, payments, etc. Hub staff will consistently work with Service Providers to mitigate any and all challenges throughout the contract term.

## Fiscal

Fiscal monitoring examines financial statements, records, and procedures. Service Providers are responsible for knowing the details of their contracts and pertinent codes, regulations, local, state and federal laws that are applicable. While Hub staff provide some technical assistance, Service Providers are ultimately responsible for monitoring their contracts and expenditure levels. The Service Provider is responsible for knowing what steps are needed to ensure program compliance and acquire the proper expertise to manage the program's finances. Contract budgets are monitored on a line-by-line basis.

*Note: All finance forms and guidelines referenced below are located on the Hub's website.*

Service Providers must adhere to the following fiscal requirements and procedures:

### Restricted Funds

Hub payments given to a Service Provider are restricted funds. This means receipt and disbursement of Hub funds must be accounted for separately in the bookkeeping system and records.

Service Providers must retain receipts and other documents related to contract expenditures and make these records available for the Hub's review upon request. The Hub or a designated representative reserves the right to audit the Service Provider's books and records relating to the expenditure of any Hub funds.

### Budget

All Service Providers will prepare a detailed budget and budget narrative as part of the contracting process.

The budget and budget narrative give the Service Provider the opportunity to numerically detail how the project will achieve its outcomes with Hub funds. The budget narrative details how a figure was calculated and demonstrates how the funds requested are essential to the overall success of the project.

#### Annual Fiscal Year Budgets

For multi-year contracts, budgets are to be submitted each new fiscal year to reflect all available funds remaining or projected renewal amounts. In order to minimize payment delays, please follow these guidelines:

- Budgets must be submitted on a form approved by the Hub

- The budget should reflect all available funds in the contract
- A narrative justification and delineation of changes must be provided
- Submission shall be made electronically to the designated Hub Finance staff
- Fiscal year budget must be submitted on time to be processed and approved

Final approval will be determined 30 days after the end of the fiscal year. Notification of final approval will be sent directly to the Service Provider.

### Budget and Scope of Work (SOW) Modifications/Amendments

A request for a budget and/or SOW modification/amendment, also known as a Contract Amendment Request (CAR), must be submitted electronically to the Hub Coordinator. CARs must be submitted by the deadline outlined in contracts. CARs submitted after the deadline will not be accepted. No retroactive budget or SOW revisions will be approved.

Modification requests can only be one of the following:

- *SOW revision*: any change over 10% to the original agreed upon output (client target number, service frequency)
- *Budget revision*: any change to a line item exceeding \$250 for contracts over \$2500 and 10% of any line item for contracts under \$2500
- *Formal amendment*: a change to the duration of the contract (term dates), an augmentation approved by the Hub, a change to the agency name, the addition or deletion of a program activity/provider specific service, and/or a change in the contract amount

The Hub will determine the materiality of the request. The request may require a formal contract amendment with Hub signatures or it may be accommodated with a budget and/or SOW revision approved by the Hub.

The request must meet the following criteria for approval:

- The request must be reasonable and justifiable
- The request will be reviewed to ensure it fits the intent of original funding
- Formal approval is required prior to any individual budget line item expenditures exceeding \$250 for contracts over \$2500 or 10% of any line item for contracts under \$2500
- Requests must be submitted prior to incurring expenses, allowing the Hub to determine its appropriateness and minimizing any disallowed costs to the Service Provider.

*Note: Purchases not delineated in the budget will not be accepted in the 4th quarter of the contract term.*

The Service Provider will be notified in writing if modifications or amendments are approved or denied. If any of the information is incomplete the request will be denied. Changes within budget sub-line items do not require a budget revision.

## Administrative/Indirect Costs

When this document refers to indirect costs, it is inclusive of administrative costs. Indirect costs refer to expenses that cannot be readily assigned to one specific program or one specific line item within a program, or those expenses that are purely administrative functions. Indirect costs for professional services will be determined by the Hub.

## Reimbursement Payments

Invoice payments are contingent upon compliance with the contract and the administrative, programmatic and fiscal requirements listed in this manual. This includes the achievement of performance standards and the timely submission of programmatic and fiscal reports. The Hub requires an electronic financial report, with supporting documentation, be submitted via email. A report will be considered "late" if it is not received by the due date.

The reimbursement process is as follows:

- A program progress report, as defined in the contract (which could be monthly or quarterly), is required to be submitted by each Service Provider by certain dates specified in the contract
- In addition to the program progress report, Service Providers must submit a request for reimbursement (financial report)
  - The request for reimbursement (financial report) documents the Service Provider's expenses for the period, by budget line item, and also includes any disbursement amounts received and any reimbursements due (documentation is required by each Service Provider to support the expenditures referenced on the financial status report) A list of acceptable supporting documentation is available on the Hub website.
- If the report is on time and complete it is reviewed and approved by Finance staff and the Hub Coordinator to ensure compliance (please refer to the Programmatic section of this manual for more information about reporting and programmatic requirements).
- If a report arrives incomplete it will be returned to the Service Provider requesting the missing documentation

## Finance Variance Justification

A written justification is required to accompany monthly or quarterly financial reports when a 10% variance occurs in the year to date expenditures for the reporting period. Budget expenditures should occur as follows: 25% the first quarter, 50% the second quarter, 75% the third quarter and 100% the fourth quarter (with exceptions for programs that follow school calendars).

## Service Provider Responsibilities with Subcontractors

The responsibilities for lead Service Providers include, but are not limited to:

- Submitting all subcontracts over \$1,000, or at the Hub's discretion, for approval
- Providing the Hub with a signed copy of the subcontract
- Submitting periodic reports in a timely manner (includes information regarding subcontractors and number of services)
- Ensuring documentation is sufficient to support expenditures (includes subcontractor documentation)
- Verifying invoices submitted by subcontractors
- Understanding and monitoring services being delivered by subcontractors
- Submitting invoices for payment in a timely manner
- Communicating to the Hub on behalf of all subcontractors
- Verifying subcontractors carry and maintain adequate insurance

Subcontractor responsibilities include, but are not limited to:

- Submitting timely requests for reimbursement to the lead agency
- Ensuring documentation supports expenditures
- Meeting deadlines for providing information to the lead agency
- Communicating with the Hub through lead Service Provider

Please refer to the Subcontracts section of the contract for more information.

## Equipment & Capital Purchased with Hub Funds

In general, the Hub will not approve any equipment or capital purchases unless they are necessary to fulfill and accomplish direct program services required by the Hub. Equipment and capital requests must be submitted in writing and approved by the Hub prior to purchase.

## Food Purchases

Any food and/or beverages purchased with Hub funds must ultimately contribute to the overall health and wellbeing of the clients served and comply with the United States Department of Agriculture Dietary Guidelines. Service Providers are encouraged to consider

the cultural appropriateness of all food items purchased. Unhealthy items purchased with Hub funds will be considered disallowed costs. A list of acceptable supporting documentation is available on the Hub website.

## Stipends & Incentives

Typically, stipends for clients to participate in program activities are not allowed and will be considered disallowed costs.

Incentives for clients to participate such as gift cards and/or gas cards that help to reduce barriers to participation are encouraged provided that proper supporting documentation is submitted. A list of acceptable supporting documentation is available on the Hub website.

## Fiscal Penalties

Failure to adhere to the Hub's fiscal requirements will result in penalties. Please refer to the Penalties portion of the Administrative section of this manual.

Some examples of fiscal findings and possible disallowed costs are detailed below:

- Expenses exceeding an approved amount by more than 10%
- Expenses not detailed in the SOW and/or budget and not directly related to the funded project
- Late submission of reports (defined as the submission of all required documents at any time beyond the due date)
- Incomplete or inaccurate reports

A submission is deemed appropriate and timely when all required documents are received in full, with supporting documentation (e.g. General Ledger, Transaction Report, Budget Register, etc.) corresponding to the invoice/report. Service Providers and their finance staff will be notified via e-mail of any discrepancies or errors that require immediate attention. An incomplete and unsatisfactory report is also considered "late" and may delay future payments to the Service Provider.

Any disallowed expense or penalty will be deducted from the reimbursement. Disallowed expenses or penalties may be deducted from any payments owed to the Service Provider from any Hub contract.

# CONTACT INFORMATION

## Contact Information

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## Early Learning Hub

*of Linn, Benton & Lincoln Counties*

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