

**INTERAGENCY AGREEMENT  
REGIONAL HEAD START AND CHILD CARE ALLIANCE**

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2020, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.** (hereinafter “CAC”), 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and, **(Family Care Center) Lexington Fayette Urban County Government through the Division of Family Services** 1135 Harry Sykes Way, Lexington, KY 40504, (hereinafter “Provider”).

*Whereas*, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration for Children and Families, and is an authorized Early Head Start Program administrator,

*Whereas*, Provider is an early childcare provider licensed by the State of Kentucky,

*Whereas*, CAC and Provider desire to collaborate so as to render Head Start quality childhood development to Provider’s clients, now

*Therefore*, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

**Section I. TERM RENEWAL AND TERMINATION:**

- 1) This Agreement shall be in effect beginning the 1<sup>st</sup> day of August 2020 through and including the 31<sup>st</sup> day of May 2021, (“Term”), with Provider providing services beginning the 1<sup>st</sup> day of August 2020 through and including the 31<sup>st</sup> day of May, 2021 (“Program Year”), unless terminated earlier as provided in this Agreement. During the Program Year, Provider shall provide no less than 160 days of services annually with a minimum of 6.5 hours of service per day for five (5) days a week. Designated Head Start hours shall be 8:30 a.m. until 3:00 p.m.
- 2) CAC and Provider will collaborate throughout the Program Year in order to ensure that the Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.
- 3) This Agreement will not automatically renew. CAC, at its election, may renew this Agreement, upon the same terms and conditions set forth herein, by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew 45 days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement.
- 4) Either party may terminate this Agreement, without cause, by giving written notice of its intention to terminate this Agreement; such notice shall be given not less than thirty days prior to the termination date and pursuant to the notice provisions of this Agreement; provided however, that Provider continues to provide services for the remainder of the Program year unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.
- 5) Either party may terminate this Agreement for cause arising from a material breach of this Agreement. CAC may terminate this Agreement in the event that the Provider, or any of its principals, engages in conduct that is in violation of any law, regulation, ordinance or CAC policy; engages in conduct that is contrary to the mission and core values of CAC; and/or violates CAC’s Child Development Procedures. Termination for cause shall be effective immediately upon receipt of written notice given pursuant to the notice provisions of this Agreement. The parties agree that implementation of the Community Action Council Child Development Procedures is material to this Agreement, as well as compliance with applicable laws, regulations, ordinances, and policies set forth by CAC, including any confidentiality and information security policies.

**Section II. PROVIDER’S OBLIGATIONS:**

- 1) Provider shall offer comprehensive full-day, full-year early childhood development services for a maximum of **18** children whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Head Start Program by CAC; comprehensive services include early childhood education, health services, social

services, and parent involvement. Provider is responsible for accommodating Head Start enrolled children with disabilities.

- 2) Provider will provide high quality child development services in 3 classrooms that have been approved by CAC for children enrolled in the Head Start Program. Any change in classroom space must be approved in writing by CAC prior to implementation.
- 3) Provider shall offer the same comprehensive early childhood care and education services for all other pre-school children in attendance at Provider's facility, including those children whose are not enrolled in the Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children served whose families are eligible for Head Start funding and are enrolled in the Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing comprehensive services as set forth in this Agreement to children whose families are not eligible for Head Start Funding and/or are not enrolled in the Head Start Program.
- 4) Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's care and educational services and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its care and education services shall not be diminished and that funding shall not be diverted for profit.
- 5) Provider agrees to make and procure acceptable and allocable non-federal contributions to the Head Start Program having a monetary value not less than twenty-five percent of the amount paid by CAC pursuant to this Agreement. Documentation evidencing the non-federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.
- 6) Non-federal resources consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States government sources; "cash match" does include the following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Head Start conference and training, transportation provided to children and families, equipment, supplies, food provided, services such as health, dental, or mental health provided by outside contractors, training or other consultant services provided, space (value per square foot) and utilities provided, and cleaning services. "In-kind match" includes the fair market value of donated supplies, materials and services, including volunteer services in the classroom or on activities such as field trips and goods and services for which you pay less than fair market value (*i.e.*, if a health provider performs services at a discount rate, the difference between the amount charged and the customary rate is an "in-kind match"). "Cash match" and "in-kind match" funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.
- 7) Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within thirty (30) days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.
- 8) The Provider will provide food services to all children, which includes meals and snacks that provide at least 1/3 of each child's daily nutritional needs, including those with special dietary needs and children with disabilities. These food services shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program. Provider shall not require parents to provide any food items, including formula, during Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Head Start enrolled children when meals are offered to said children.
- 9) Provider shall not require parents to provide diapers or wipes for Head Start enrolled children for use during designated

Head Start hours.

- 10) Provider shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this Agreement. Provider shall provide to CAC the written contact information for this person within ten (10) days of the date of execution of this agreement.
- 11) Provider will collaborate with CAC on jointly developed procedures for the transition from pre-school to kindergarten. The procedures will include timelines related to transition, administration, staff development and involvement, family involvement, and child preparation.
- 12) Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Plan. Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Mental Health and Disabilities Specialist for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan goals and objectives.
- 13) Provider will share diagnostic and assessment information with CAC for children served. Provider shall enter this information into CAC's Child Plus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V (6) of this agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.
- 14) Provider agrees to collaborate with CAC to ensure that all staff serving Head Start Program eligible children are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.
- 15) Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of services rendered under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the Child Plus System and Intake and Referral Information System (IRIS). The required records shall include, but are not limited to, the following categories and/or documents:
  - a) Enrollment records that include verification of family income and any other verification required for determining eligibility for Head Start funding. Such verification must meet criteria established by the Administration for Children and Families;
  - b) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, ensure enrolled children have continuous accessible health care, dental exams and physical exams;
  - c) Ensure children receive necessary dental follow-up and treatment;
  - d) Ensure that all required medical consent forms are accurately completed and filled out upon the child's enrollment;
  - e) Attendance records showing the dates each child attended Provider's facility;
  - f) Provider agrees to enter attendance daily into Child Plus System;
  - g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
  - h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into Child Plus System, Teaching Strategies.com and any appropriate anecdotal reports;
  - i) Supporting documentation evidencing that at least 25 percent of Provider's funds are derived from non-federal resources and that said documentation will be made available for on-site inspection by CAC's auditors.
  - j) Proof of certification of USDA Child and Adult Care Food Program participations;
  - k) Documentation providing proof of reimbursement and monitoring results from USDA;
  - l) Proof of accreditation;
  - m) Proof of developmental and mental health screenings;
  - n) Proof of ongoing assessments of enrolled Head Start Program children;
  - o) Proof of individualized curricula.
- 16) Provider shall conduct developmental and mental health screenings of each child enrolled in the Head Start Program

within 45 days of the child's entry into the Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.

- 17) Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.
- 18) Provider shall ensure that all curricula is individualized to the developmental needs of each enrolled child, as required by Community Action Council Child Development Procedures.
- 19) Provider shall allow a mental health professional to conduct a general classroom observation on each classroom one time per year, or more if needed based upon the mental health professional's recommendation.
- 20) Provider shall work closely with CAC in order to schedule medical services at Provider's location (where applicable) for the Head Start enrolled children; and Provider further agrees that there will be no changes to the schedule unless inclement weather occurs or changes are needed by the medical service provider.
- 21) Provider shall assist CAC in conducting the Early Childhood Environment Rating Scale and the Classroom Assessment Scoring System on each Head Start classroom and submit documentation to CAC according to the timeline set forth by CAC. Using the following CLASS domain scores as a minimum threshold, Emotional Support: 6.5, Classroom Organization 6.0, and Instructional Support: 3.0, Provider shall ensure that all of the Head Start Program classrooms will annually increase their CLASS scores by .10 in each domain. CLASS observations will be formally completed three times per year to monitor the incremental rate of growth of CLASS scores for all of the Head Start Program classrooms. Provider shall train its teachers to implement, and its teachers shall implement the requirements of the CLASS observation instrument. Provider must also maintain at least one employee who is CLASS reliable to provide on-site coaching and mentoring to all staff who are working with Head Start Program eligible children.
- 22) Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers services. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.
- 23) Provider shall ensure that all Head Start classes are staffed by two paid teachers, and whenever possible, a volunteer. During Head Start-designated hours of operation, Provider shall ensure that two paid teachers are present in each Head Start classroom at all times. Provider shall ensure that Head Start classrooms are supported by paid floating staff members to assist in classroom coverage.
- 24) Provider shall ensure that all teaching staff who work with Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter Rater Reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.
- 25) Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets this criteria, and Provider shall give CAC written notice, at least thirty days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of service delivered under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for services rendered unless CAC has given written approval of such changes.
- 26) Provider, at Provider's cost, may use the Head Start logo in its literature, signage, and advertisements. All public communications that refer to Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Head Start logo and any reference to an affiliation, past, present, or future, with Head Start.

- 27) Provider shall comply with all laws and regulations of the federal, state and local governments having general application to Provider's performance under this Agreement. In particular, Provider shall comply with:
- a) The provisions of the *Civil Rights Act of 1964* (as amended) (42 USC §2000d) and the regulations of the Department of Health and Human Services (45 CFR Part 80).
  - b) The provisions of federal *Executive Order No. 11246* of September 24, 1965, and as amended by *Executive Order 11375*, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to federal *Executive Order No. 11246*, including those at 41 CFR Chapter 60;
  - c) Section 504 of the *Rehabilitation Act of 1973* (29 USC §794) relating to services to the handicapped and the regulations at 24 CFR Part 8;
  - d) The *Age Discrimination Act of 1975* (42 USC §6101-07) and regulations at 24 CFR Part 146;
  - e) Title IX of the *Educational Amendments Act of 1972*;
  - f) The *Americans With Disabilities Act of 1990*;
  - g) The human rights ordinances of the Lexington-Fayette Urban County Government, including Ordinance 201-99;
  - h) In accordance with the foregoing statutes, rules, regulations and order, and in accordance with CAC's non-discrimination policies, Provider agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age, handicap status, marital status, sexual orientation, or political affiliation;
  - i) The regulations implementing the *Drug-Free Workplace Act of 1988* as set out in 45 CFR Part 76, Subpart F;
  - j) The *Pro-Children Act of 1994* requiring a smoke-free environment for children;
  - k) The *Head Start Program Performance Standards* (45 CFR 1304);
  - l) The Head Start Act as amended in December 2007;
  - m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
  - n) The provisions of the *Individuals with Disabilities Education Act* (IDEA) and the *Head Start Performance Standards* in serving children with disabilities and their families; and Provider shall fully financially support all therapeutic services through payments issued to the Provider by CAC.
  - o) The applicable standards, orders, or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Head Start and the Regional Office of the Environmental Protection Agency (EPA).

All citations to statutes, ordinances and regulations shall include any amendments made thereto subsequent to the execution of this Agreement. **Failure to comply with the foregoing laws, regulations, ordinances and policies will be considered cause for termination of this Agreement.**

- 28) Provider shall make its staff available at mutually agreed times to meet with CAC's staff to discuss each child's progress and the overall needs of the program. Provider shall make its staff available for training at mutually agreed times and places.
- 29) Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office of Head Start requires all Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.
- 30) Provider shall complete any and all forms required by CAC.
- 31) Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or funds paid to Provider pursuant to this Agreement. Said equipment and supplies are and shall remain the property of CAC or its funding source, and said equipment and supplies shall be returned in good condition, ordinary wear and tear

excepted, to CAC upon termination of this Agreement. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non-consumable equipment and supplies purchased during the Term of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.

- 32) If abuse of any child is suspected, Provider shall report same in compliance with applicable state law. Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge. Within 30 days of the date of execution of this agreement, Provider shall sign a Code of Conduct outlining specific procedures and protocol Provider shall take in the event child abuse is suspected. Any violation of this Code of Conduct shall be considered a material breach of this agreement.
- 33) Provider agrees to obtain from each child's parent or guardian an authorization to release information to CAC's staff. Provider agrees to maintain confidentiality as mandated by federal, state or local statutes, and CAC's confidentiality policies (*see* Section V (6) below).
- 34) Provider shall obtain and maintain on file evidence of the following staff qualifications for each Head Start Program teacher: State and Federal Criminal Records Check including fingerprints, Child Abuse and Neglect Check, Sex Offender check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test, 15 hours of annual professional development, Pediatric Abuse and Head Trauma, physicals, blood borne pathogens, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky. Provider shall ensure and maintain on file documentation that each teacher working with Early Head Start enrolled children has, at a minimum, an Infant Toddler Child Development Associate credential. Each staff working with Early Head Start enrolled children shall apply for an Infant Toddler Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement. **Provider shall submit to CAC copies of these documents within 30 days of the date of execution of this Agreement. Provider shall also submit any updates to these documents, including any new certifications or renewals of certifications, to CAC within 30 days of any new certification, renewal, or update. Provider must notify CAC and receive prior approval before assigning a different teacher in a CAC approved classroom. All background clearances must be renewed every five years.**
- 35) Provider further agrees to execute and to comply with the terms and conditions of the *Certification Regarding Lobbying* attached to this Agreement.
- 36) Provider shall not promote or denigrate, or allow others to promote or denigrate, any religion as part of, or incident to, its early childhood care and education services.
- 37) Provider agrees that at least one position that supervises teachers will become and remain CLASS observation reliable. This supervisor shall conduct at least monthly snapshot observations of each Provider classroom consisting of Head Start Program children and shall provide monthly improvement plans for Head Start Program staff members based upon those observations. This supervisor shall also provide official CLASS observations at least three times per year at sites designated by CAC. This supervisor is responsible for monitoring classrooms to ensure that School Readiness Goals are being met as outlined in the School Readiness Plan provided by CAC.
- 38) Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver;

proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical, mental and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children with disabilities. **Provider shall not transport Head Start children without prior written permission from CAC authorizing Provider to transport Head Start children.**

- 39) Provider agrees to encourage parent participation on CAC's Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.
- 40) Provider agrees to assist CAC in its annual health and safety screening of the Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Head Start Program using the guidance of CAC. If any health and safety deficiencies arise during any of the screenings, or at any other time, Provider shall correct each deficiency within 24 hours of the date and time the deficiency was identified.
- 41) Provider agrees to participate in a minimum of three (3) CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.
- 42) Provider agrees to attend monthly partnership meetings with CAC at dates and times scheduled by CAC.
- 43) Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, and Provider shall ensure that CAC staff members have access to Provider's facilities.
- 44) Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff, the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

- 45) Provider shall be required to provide Non-Traditional Instruction ("NTI") and/or distance learning to each child enrolled in the head start program in the event that schools close or do not reopen due to the COVID-19 pandemic. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in Child Plus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.

### **Section III. CAC'S OBLIGATIONS:**

- 1) CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.
- 2) CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Head Start children in accordance with Head Start Program Performance Standards and Selection Criteria.

- 3) CAC shall give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures.
- 4) CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.
- 5) CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.
- 6) CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.
- 7) CAC shall pay to Provider the sum of **\$145.00** per month per child who is enrolled in the Head Start Program, as follows: **\$2,610.00** per month providing that enrollment of children is maintained at **100%** of **18** and attendance is maintained at **85%** of **18**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. Enrollment vacancies must be filled within thirty days. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department and documentation demonstrates that there has been no supplanting of funds and that funds received through the Head Start programs are utilized for the benefit of the children enrolled.
- 8) CAC shall pay to Provider an additional sum of **\$349.50** per month of the Program Year for one primary designated Head Start teacher per Head Start classroom serving the Head Start eligible enrolled children beginning the first day of August 2020, so long as Provider's primary designated Head Start teacher has completed a Bachelor's degree in Early Childhood Education. Provider shall furnish documentation of the degree to CAC before this supplemental payment shall be given.
- 9) Beginning at such time that Provider receives accreditation, CAC shall pay to Provider an additional sum not to exceed \$1,000 per year during the Term of this Agreement; said sum shall be prorated on a monthly basis upon receipt of documentation during contract year based upon accreditation or withdrawn during a contract year.
- 10) CAC, at CAC's cost, shall reference Provider as a Head Start participant in CAC's literature, advertisements, reports and telephone listings. CAC shall purchase one sign stating the Provider is a Head Start participant and install said sign in a mutually agreed place at Provider's facility.
- 11) CAC shall provide a Head Start Compliance Officer and Family Service Worker to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.

#### **Section IV. INVOICING, PAYMENT & REPORTING:**

- 1) Provider shall invoice and shall receive payment only for services and clients authorized in writing by CAC pursuant to this Agreement.
- 2) Provider shall, by the 15<sup>th</sup> day of each calendar month, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.
- 3) Within thirty (30) days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for services rendered.
- 4) CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.
- 5) CAC shall withhold payment of invoices to the Provider if the Provider is non-compliant with the terms of this agreement. Once the Provider is compliant with the terms of this agreement, payment shall be issued.



**Section V. MISCELLANEOUS:**

- 1) *Notices:* Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, first class postage prepaid, or other such acknowledged delivery, and shall be effective upon receipt. Notices to CAC shall be delivered to: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to (Family Care Center) Lexington Fayette Urban County Government through the Division of Family Services 1135 Harry Sykes Way, Lexington, KY 40504.
- 2) *Insurance and Indemnity:*
  - a) Provider agrees to carry adequate liability insurance in an amount not less than two million dollars (\$2,000,000.00). Provider shall provide certificates of insurance evidencing this requirement no later than thirty (30) days within execution of this Agreement.
  - b) To the extent allowable by law, and without waiving any defense to sovereign immunity, Provider assumes full responsibility for acts of negligence or omissions of all its employees or agents and for those of its subcontractors and their employees. In addition, to the extent allowable by law, and without waiving any defense to sovereign immunity, Provider agrees to indemnify and hold harmless CAC and its employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any acts, omissions or negligence which may result in damage, including property damage, bodily injury, illness or death caused by Provider, its employees or by others for whose acts the Provider or its agents may be liable. Provider shall provide CAC with a copy of its current certificate of liability insurance (whether one or more policies) for any acts of omission, error and negligence.
- 3) *Amendment:* This Agreement may be amended only in writing signed or acknowledged by each party.
- 4) *No Assignment:* No assignment of this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
- 5) *Independent Contractor:* This agreement shall not create a partnership, joint venture, or create a master-servant relationship between Provider, its employees or agents, and CAC. Provider and CAC shall at all times remain independent contractors. Each party assumes all responsibility for its employee's compensation and benefits, tax withholding and payment, and general liability, workers' compensation and unemployment insurances and premiums. Neither party shall have no authority to bind or make commitments on behalf of the other for any purpose whatsoever and shall not hold itself out as having such authority.
- 6) *Confidentiality:*
  - a) "Confidential Information," as used in this and other Agreement documents, is all information regarding participants obtained by Provider or the Council, their agents and employees.
  - b) Both parties agree that any anecdotal report, compilation or summary of confidential information shall not be itself confidential information if individuals and households are not identifiable by name, social security number, street address, employer or any other means, and if anecdotal reports use fictitious identifiers.
  - c) Both parties agree that all confidential information shall be restricted to the use of only those employees and agents necessary to affect the purpose of this Agreement and for no other purposes. No other employers, agents, or entities shall have access to confidential information, and neither party shall not give, sell or otherwise allow access to confidential information to any individual, firm, partnership, corporation, agency, or other entity.
  - d) Both parties agree that all confidential information which is not necessary to affect the purpose of this contract shall be returned to the Council, destroyed, rendered unusable, or otherwise purged from Provider's records.
  - e) Both parties acknowledge that CAC will act in reliance upon the confidentiality provisions of the Agreement in allowing Provider access to confidential information or in furnishing confidential information to Provider.
- 7) *Remedies:* In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.

- 8) *State Law Governing Agreement; Consent to Jurisdiction:* This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.
- 9) *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.
- 10) *Entire Agreement:* This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

**Provider must submit proof of the following documentation to CAC prior to execution of this Agreement: 1) Building Occupancy Permit; 2) STARS Certification; 3) License to Operate a Child Development Center; 4) Current Fire Marshal Inspection; 5) Required Criminal Record Checks as previously stated.**

**For: COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON HARRISON AND NICHOLAS COUNTIES, INC.**

Jessica Coffie, Director of Child Development	Date
Erin Hensley, Chief Financial Officer	Date
Sharon Price, Executive Director	Date

**For: Lexington Fayette Urban County Government**

Linda Gorton, Representative	Date
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U.S. Department of Health & Human Services

## Administration for Children & Families

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### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
 Signature  
 Mayor  
 \_\_\_\_\_  
 Title  
 Lexington-Fayette Urban County Government  
 \_\_\_\_\_  
 Organization