

INTERAGENCY AGREEMENT

This Agreement is made and entered into this 1st day of August 2012, 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 , Lexington, KY 40505 (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 Head Start Program administrator,

Whereas, CAC and Provider desire to collaborate so as to ~~render~~ Head Start quality early 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 1st day of August 2014 through and including the 31st day of July 2015, unless terminated earlier as provided in this Agreement.
2. This Agreement shall renew automatically for a term of one year upon the expiration of each preceding term unless either party has given written notice of its intention to not renew this Agreement for an additional term; such notice shall be given thirty days prior to the expiration date and pursuant to the notice provisions of this Agreement.
3. 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. However, the termination date shall be the end of the Head Start Program year unless Head Start funding is to terminate prior to the end of the Program year.
4. Either party may terminate this Agreement for cause arising from a material breach of this Agreement; 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 compliance with the governmental regulations as required by this Agreement and implementation of the *Head Start Performance Standards* are material to this Agreement.

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

1. Provider shall offer comprehensive early childhood care and education services for a maximum of 35 preschool children whose families meet the financial eligibility requirements of the Head Start Program; comprehensive services include early childhood education, health services, social services, and parent involvement as outlined in the *Head Start Program Performance Standards*.
2. Provider shall offer the same comprehensive early childhood care and education services for all other preschool children in attendance at Provider's facility, including those children whose families do not meet the financial eligibility requirements of 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 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.

3. 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.
4. 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. CAC will not process invoices for payments to providers without proper non-federal documentation.
5. 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 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").
6. Provider shall comply with the *Head Start Program Performance Standards* (45 CFR 1304). Further, the Provider agrees to make every reasonable effort to obtain and maintain an accreditation within twenty-four months of the execution of this Agreement. Provider also agrees to make every reasonable effort to obtain and maintain a Kentucky STARS quality rating within twenty-four months of the execution of this Agreement.
7. The Provider will provide food services to all children, which include breakfast, lunch and an afternoon snack, in conformance with Head Start Performance Standards.
8. 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.
9. 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.
10. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Plan. The provider will provide developmental and psycho-educational evaluations as needed.
11. Provider will share diagnostic and assessment information with CAC for children served.
12. Provider will provide professional development for necessary trainings and updates on an as needed basis.

13. Provider, at Provider's cost, shall maintain high speed internet connections to access Head Start Family Information System (HSFIS) and Intake and Referral Information System (IRIS) and Teaching Strategies.com.
14. 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 enter pertinent information into the Head Start Family Information System (HSFIS) 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 HSFIS;
 - g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
 - h) Report outcome and indicators in child and family goals in HSFIS, Teaching Strategies.com and by 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.
15. Provider shall allow a mental health professional to conduct a general classroom observation on each classroom one time per year, more if needed based upon mental health professional's recommendation.
16. Provider shall work closely with CAC in order to schedule medical services at the provider's location (where applicable) for the 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.
17. Provider shall conduct the Early Childhood Environment Rating Scale and the Classroom Assessment Scoring System on each Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC.
18. Provider shall train its teachers to implement, and its teachers shall implement, the *Head Start Performance Standards* and philosophy appropriate to the age of each child for whom Provider offers services. The *Head Start Early Childhood Performance Standards* may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.
19. Provider shall have no more than ten (10) children per teacher and no more than seventeen (17) children per classroom if the majority of children are three years old.
20. Provider shall have no more than ten (10) children per teacher and no more than twenty (20) children per classroom if the majority of children are four years old.
21. 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; and Provider further 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.

22. 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's Manager, Program Development. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Head Start logo and any reference to an affiliation, past or present, with Head Start.
23. 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 Licensing Rules for Child Day Care Centers as established by the Commonwealth of Kentucky;
 - m) 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;

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.**

24. 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.
25. Provider shall make its staff available to participate in all reviews requested by CAC's funding source with sufficient notice.
26. Provider shall complete any and all forms required by CAC or CAC's funding source.

27. Provider shall identify all non-consumable equipment and supplies purchased with 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; however, in the case of equipment affixed to the realty, the parties may agree to a sale of equipment to the Provider at a price to be determined or such equipment shall become the property of the Provider or the owner of the realty if CAC fails to remove such equipment within sixty days of the termination of this agreement. If Provider terminates agreement, provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC.
28. If abuse of any child is suspected, Provider shall report same in compliance with applicable state law and Head Start policy. Also, Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge.
29. 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).
30. Provider shall obtain and maintain on file a Criminal Records Check and Child Abuse and Neglect Check for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky.
27. Provider further agrees to execute and to comply with the terms and conditions of the *Certification Regarding Lobbying* attached to this Agreement.
28. 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.

Section III. CAC'S OBLIGATIONS:

1. CAC shall designate a representative to advise Provider and its staff as to the implementation and augmentation of the *Head Start Early Childhood Performance Standards*, compliance with the *Head Start Performance Standards*, and assessment of program performance.
2. CAC shall give Provider written notice within thirty days of any changes to the *Head Start Early Childhood Curriculum* and the *Head Start Performance Standards*.
3. CAC shall assist Provider to meet Head Start Performance Standards by providing resources or directing Provider to such resources.
4. CAC will provide professional development for necessary trainings and updates.
5. CAC shall assist Provider to meet CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources.
6. CAC shall pay to Provider the sum of \$142.09 per month per child whose family meets the financial eligibility requirements of the Head Start Program, as follows: \$4,973.15 per month providing that enrollment of children is maintained at 100% of 35 and attendance is maintained at 85% of 35, upon receipt of proper documentation of enrollment and attendance of children enrolled at the center, no significant issue of on-site records and data reviews by CAC staff. Enrollment vacancies must be filled within thirty days.

7. CAC shall pay to Provider an additional sum of \$342.65 per month for one primary designated Head Start teacher, per classroom, serving the Head Start eligible enrolled children beginning the first day of August 2012, if Provider's primary designated Head Start teacher has completed an Associate of Arts or a Bachelor's degree in Early Childhood Education. Provider shall furnish documentation of the degree to CAC before this supplemental payment shall be given.
8. 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.
9. 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.

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, on the first working day following the last day of each calendar month, submit an invoice along with attendance and other required reports to CAC on forms approved by CAC.
3. Within thirty 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 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: Mr. Jack E. Burch, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to: Ms. Kay Rue, 628 Wellington Way, Lexington, KY 40505.
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) and to list CAC as an additional insured in the policy with a right to notice of cancellation of the policy.
 - b) 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, 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 effect 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 the Council 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. *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.

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

Linda Hampton, Manager, Program Support Services

Date

John Benjamin, Budget Manager

Date

Ben Reynolds, Manager, Fiscal Operations

Date

Jack E. Burch, Executive Director

Date

For: PROVIDER

Date

Date

DRAFT