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Council on Accreditation

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PUBLIC AGENCY ACCREDITATION AGREEMENT

This Accreditation Agreement ("the Agreement") between the Council on Accreditation (COA), having its principal office at 45 Broadway, 29th floor, New York, NY, and Lexington-Fayette Urban County Government (Agency), having its principal office at 200 East Main Street, Suite 328, Lexington, KY, through its Department of Social Services, sets forth the terms of the reaccreditation process, including the rights and responsibilities of both parties.

Accreditation Fee

Agency's fee to pursue reaccreditation is **\$18,695**. This fee is based on Agency's current fiscal budget and excludes all COA recognized pass through funds, annual support for those programs that are approved for exemption by COA from the reaccreditation process as a result of their accreditation by a recognized COA accreditor.

The reaccreditation fee is non-refundable and no credits can be applied to the Agency's future accreditation related fees. Fifty percent (50%) of the reaccreditation fee is due at the time of signing the Agreement with the balance due sixty (60) days from the time the Agreement is signed by Agency.

The reaccreditation fee does not include costs or expenses that are incurred in connection with training, additional portal licenses, the Site Visits, remedial Site Visit costs, Site Visit costs associated with a formal delay, costs of other accreditation-related reviews, cancellation costs, and annual maintenance of accreditation fees.

Site Visit Costs

Agency agrees to pay a flat rate of \$2,200 per Peer Reviewer for a two (2) day Site Visit, plus \$475 per day times the number of Peer Reviewers for each additional day of the Site Visit ("flat rate"). The flat rate covers all costs and expenses of the Site Visit, including, but not limited to, travel, hotel, meals and incidentals. The flat rate will be billed immediately following the Site Visit and is subject to an annual increase. A minimum of two (2) Peer Reviewers for two (2) days will be assigned to review the Agency. COA reserves the right to increase the number of Peer Reviewers and to extend the duration of a Site Visit pursuant to its policies and procedures. Agency agrees to pay the flat rate charges associated with any increases to either the numbers of Peer Reviewers or duration of the Site Visit, as well as any annual increases to the flat rate

Site Visit Rescheduling and Postponement

When an agency cancels a scheduled Site Visit, COA incurs substantial costs in terms of staff time and actual out-of-pocket expenses. Accordingly, Agency will be assessed a \$500 fee if its request is granted to reschedule its Site Visit from three (3) to six (6) months from the date of the scheduled Site Visit. Agency will be assessed a \$1,000 fee if its request is granted to reschedule its Site Visit less than three (3) months from the date of the scheduled Site Visit. Agency will also be responsible for all costs associated with re-booking travel arrangements for the Peer Reviewers(s). Requests for Site Visit rescheduling must be communicated to in writing with the stated reason(s) for postponement.

COA reserves the right to postpone and reschedule any Site Visit if COA determines that Agency failed to meet COA's requirements when preparing its Self-Study. Agency agrees to pay COA a \$1,000 fee if COA postpones Agency's Site Visit for this reason. Agency also agrees to pay all applicable Peer Reviewer travel costs incurred as a result of the postponement and rescheduling.

Withdrawal from the Reaccreditation Process

If the Agency withdraws from the COA reaccreditation process, it is responsible for paying all remaining balances at the time of the withdrawal. COA reserves the rights to discontinue Agency from the reaccreditation process if the agreed upon timelines are not met or revised within a reasonable amount of time and to a mutually agreeable timeframe.

Site Visit Notification of Authorities

If Agency is mandated to achieve accreditation, it is responsible for notifying the applicable authorities of its scheduled Site Visit dates and will grant the applicable authorities the right to observe the Site Visit if it is so required. Agency has the continuing responsibility to notify the authorities promptly of any material modifications to the scheduled reaccreditation Site Visit.

Scope of the Reaccreditation Review

The scope of the reaccreditation review includes demonstration of Agency's implementation of continuing performance with all of the applicable COA Standards for Public Agencies. The Standards for Public Agencies set forth COA's Administration and Management Standards and Service Delivery Administration Standards, and specific Service Standards, which apply to each service provided by Agency.

Unless expressly agreed to by COA, a service must have been provided to consumers for a minimum of six (6) months at the time of the Site Visit to be included in the reaccreditation review process. Agency should reference COA's Standards for Public Agencies and the *Accreditation Policies and Procedures Manual, Public Agencies* regarding the determination process for inclusion of services ("accreditable services") within the scope of COA's reaccreditation review.

COA's accreditation policies and procedures require that all "accreditable services" for which COA has applicable standards be included in the Agency's reaccreditation review, except as specifically exempted pursuant to COA's current exemption policy and procedure (*Accreditation Policies and Procedures Manual, Public Agencies*). Agency understands that any "accreditable service(s)" it intends to exempt from COA's reaccreditation review must be approved in writing by COA as qualifying for exemption under COA's accreditation policies and procedures.

COA Web-based Reaccreditation Process

Agency agrees to submit all reaccreditation related documents and information via its assigned MyCOA portal account as detailed in the COA Accreditation *Guidelines for Public Agencies* and COA's *Accreditation Policies and Procedures Manual, Public Agencies*.

The Agency will receive three (3) portal licenses. Please note that only employees of an Agency are eligible to receive MyCOA Portal accounts. Independent contractors/consultants utilized by an Agency are not eligible for portal accounts.

Submission of Self-Study

Agency agrees to submit its Self-Studies to COA in accordance with a mutually agreed upon reaccreditation timetable. Agency agrees to pay COA a \$1,000 fee if it submits its Self-Study after the date agreed to in the timetable or if Agency otherwise fails to adhere to COA's Self-Study submission requirements as published in the COA Accreditation *Guidelines for Public Agencies* and the *Accreditation Policies and Procedures Manual, Public Agencies*.

Site Visit Requirement

Agency agrees to provide the COA Peer Review Team a designated work area throughout the duration of the Site Visit. The work area should contain a computer, with internet capabilities, a telephone and, if possible, should be a closed office with a ceiling and door in order to ensure privacy and confidentiality.

Decision-Making Process

Agency understands and agrees that COA's acceptance of this Agreement and Agency's accreditation, training and Site Visit fees does not obligate COA to reach an affirmative decision regarding Agency's accreditation. Agency further understands and agrees that in the event of an unfavorable reaccreditation decision, neither COA nor its officers, directors, staff, Peer Reviewers, Accreditation Commissioners or other persons involved in the reaccreditation review process shall be liable to Agency or Agency's officers, directors or staff for Agency's failure to achieve accreditation, even if such unfavorable decision is temporary (e.g., a deferral, denial, or revocation decision that is reversed on appeal, or placement on probationary or suspended accreditation status).

Changes to Agency Structure and Operations

If during the reaccreditation review process, Agency restructures, consolidates or undergoes or contracts to undergo a merger or acquisition as published in the *Accreditation Policies and Procedures Manual, Public Agencies*, Agency agrees to notify COA's Director of Client Relations and, if applicable, COA will execute a new Agreement to pay any additional fee and/or costs and expenses associated with a merger in order to continue with the reaccreditation review process.

As detailed in the *Accreditation Policies and Procedures Manual, Public Agencies*, Agency is responsible for self-reporting to COA any significant changes. This includes, but is not limited to, changes with respect to the

Agency Director, Regional Director(s), and service providing regions, including the closing and opening of new service providing facilities.

Maintenance of Accreditation

Maintenance of Accreditation (MOA) responsibilities for accredited agencies include: completion of an annual report; self-reporting of changes or events; cooperation with post-Final Accreditation Report requirements; accreditation cycle monitoring processes; and/or third party complaint reviews, as specified by COA.

Accredited agencies are required to submit an MOA Report for each of the three years of their four year accreditation cycle. The annual MOA Report demonstrates an agency's pursuit of excellence and quality service delivery for persons served and affirms the agency's ongoing implementation of COA's standards. Through this process, COA and the agencies it accredits are able to evaluate significant agency changes, events and critical occurrences within the context of the agency's continuous performance improvement activities.

There is an annual MOA fee of \$400 that is billed to all accredited agencies for each of the three years in its four year accreditation cycle. Payment of the maintenance of accreditation fee and submission of the MOA Report is a requirement for continued COA accreditation.

The MOA fee is non-refundable.

Duty to Cooperate and Provide Truthful Information

Agency agrees to provide COA all information it requests in order to facilitate the assessment and reaccreditation review planning process, so far as the requested information may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the Agency is located, and Agency agrees to make available to COA and the peer review team all information and materials necessary. Agency will make its governance, management and service delivery staff and consultants, and its consumers available for interviews with the peer review team during the Site Visit as is necessary to complete the reaccreditation process. Agency agrees to be forthright and truthful in the provision and discussion of all information and materials that are requested or that are relevant to a valid reaccreditation decision. Misrepresentation of information, including, but not limited to, the failure to provide or disclose information to COA may result in COA suspending the reaccreditation review process and/or modifying Agency's accredited status.

COA agrees to hold in confidence all information regarding Agency obtained during the reaccreditation review and maintenance of accreditation processes pursuant to COA's confidentiality policies and procedures as published in the *Accreditation Policies and Procedures Manual, Public Agencies*.

Note: All Peer Reviewers sign a confidentiality agreement and receive confidentiality training from COA prior to their involvement in the reaccreditation review process. If Agency chooses to have a COA Peer Reviewer sign an additional confidentiality agreement, it must have this agreement approved by COA at least one (1) month prior to the Site Visit.

Authorization for the Use, Dissemination and/or Publication of Non-Identifying Agency Information

Agency understands that COA, in conjunction with a social science evaluation or other research activity entered into by COA (“Research Study” or “Research Studies”), may contract to provide to a university or other qualified researcher (“Research Partner”) for study, analysis, and/or publication the following:

- a. data collection information that Agency provides to COA as part of its application and through the reaccreditation review process.
- b. Agency’s reaccreditation scores (“de-identified data”) and de-identified data from Agency’s Pre-Commission Report (PCR), Final Accreditation Report (FAR) and from the Accreditation Commission decision-making process; and,
- c. data collection information that Agency provides to COA following the achievement of accreditation (maintenance of accreditation).

(“a,” “b,” and “c” referred to collectively as “Accreditation Data”)

Agency consents to the use, dissemination, and/or publication of its Accreditation Data by COA and/or COA’s Research Partner(s) in connection with a Research Study, provided that all Accreditation Data are used, disseminated, and published without identifying Agency and that all Research Studies are approved by COA’s President and CEO. Agency’s consent as set forth in this paragraph is evidenced by Agency’s execution of this Agreement and is further limited to Research Studies. COA’s *Accreditation Policies and Procedures Manual, Public Agencies* addresses COA’s procedures to otherwise disclose Agency’s accreditation status information without the need for additional agency consent.

Rights and Responsibilities

Agency recognizes that COA relies on the participation of the field to assist in continuously improving its accreditation standards and process. To that end, Agency acknowledges that it has a responsibility to provide feedback through surveys that measure the effectiveness of the process and standards, communicate to relevant COA staff its perceptions regarding the reaccreditation experience, and, when appropriate, encourage qualified members of its staff to become volunteer Peer Reviewers and participate in the development and review of COA’s standards and accreditation process. For detailed information regarding an agency’s rights and responsibilities, please refer to COA’s *Accreditation Policies and Procedures Manual, Public Agencies*.

Execution of Accreditation Agreement

The undersigned agree to be bound by the terms and conditions set forth in this Agreement and COA’s *Accreditation Policies and Procedures Manual, Public Agencies*, as published and revised periodically.

Lexington-Fayette Urban County Government (COA Agency ID #441)

Jim Gray, Mayor _____
Name (Print)

Signature, Agency Director or Authorized Signatory

Date

Council on Accreditation

Signature, President and Chief Executive Officer Date

Date