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#### **Council on Accreditation**

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## **ACCREDITATION AGREEMENT**

This Accreditation Agreement (“the Agreement”) between the Council on Accreditation (COA), having its principal office at 45 Broadway, 29<sup>th</sup> Floor, New York, NY, and Lexington Fayette Urban County Government Department of Social Services (Organization), having its principal office at 200 E. Main Street, Room 328, Lexington, KY, sets forth the terms of the accreditation process, including the rights and responsibilities of both parties.

### **Accreditation Fee**

Organization’s fee to pursue accreditation is **\$10,245**. This fee is based on Organization’s annual gross revenue as documented in Organization’s most recent annual audit.

The accreditation fee is non-refundable. Fifty percent (50%) of the accreditation 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 Organization.

The accreditation fee does not include costs or expenses that are incurred in connection with the site visit, remedial site visit costs, site visit costs associated with a formal delay, costs of other accreditation-related reviews, cancellation costs, and the annual maintenance of accreditation charges.

### **Site Visit Costs**

Organization agrees to pay a flat rate of \$2,000.00 per Peer Reviewer for a two (2) day site visit, plus \$425.00 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 an organization.

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. Organization 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. No fee is charged for the Peer Reviewers’ time or skill. Our Peer Reviewers are volunteers who donate considerable time and expertise before, during, and after the site visit as part of their professional responsibility.

## **Site Visit Rescheduling and Postponement**

When an organization cancels a scheduled site visit, COA incurs substantial costs in terms of staff time and actual out-of-pocket expenses. Accordingly, organizations will be assessed a \$500.00 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. Organization 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. Organization 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 Organization's COA Accreditation Coordinator in writing with the stated reason(s) for postponement.

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

## **Withdrawal from the Accreditation Process**

If the Organization withdraws from the COA accreditation, it is responsible for paying all remaining balances at the time of the withdrawal.

## **Site Visit Notification of Licensing Authorities**

An Organization that is mandated to achieve accreditation is responsible for notifying the applicable licensing authorities of its scheduled site visit dates and will grant the applicable licensing authorities the right to observe the site visit if it is so required. Organization has the continuing responsibility to notify the licensing authorities promptly of any material modifications to the scheduled accreditation site visit.

## **Site Visit Requirement**

Organization agrees to provide the COA peer review team a designated work area throughout the duration of the onsite 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.

## **Scope of the Accreditation Review**

The scope of the accreditation review includes demonstration of Organization's implementation of continuing performance with COA's *Accreditation Standards*. The *Accreditation Standards* set forth COA's organization and management standards, which apply to all organizations regardless of services provided, and specific service standards, which set forth additional requirements for each service provided by Organization.

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 accreditation review process. Organization should reference COA's *Accreditation Standards* and the *Accreditation Policies and Procedures Manual*, Section V regarding the determination process for inclusion of services ("accreditable services") within the scope of COA's accreditation review.

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

### **Duty to Cooperate and Provide Truthful Information**

Organization agrees to provide COA all information it requests in order to facilitate the assessment and accreditation review planning process, and Organization agrees to make available to COA and the peer review team all information and materials necessary. Organization will make its governance, management and service delivery staff and its consumers available for interviews with the peer review team during the site visit as is necessary to complete the accreditation process. Organization 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 accreditation decision. Misrepresentation of information, including, but not limited to, the failure to provide or disclose information to COA may result in COA suspending the accreditation review process and/or modifying Organization's accredited status.

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

Note: All Peer Reviewers sign a confidentiality agreement and receive confidentiality training from COA prior to their involvement in the accreditation review process. An Organization that chooses to have a COA Peer Reviewer sign an additional confidentiality agreement must have this agreement approved by COA at least one (1) month prior to the site visit.

### **Submission of Self-Study**

Organization agrees to submit its Self-Study to COA in accordance with a mutually agreed upon accreditation timetable. Organization agrees to pay COA a \$1,000 fee if it submits its Self-Study after the date agreed to in the timetable or if Organization otherwise fails to adhere to COA's Self-Study submission requirements as published in the *Guidelines to COA Accreditation* and the *Accreditation Policies and Procedures Manual*, Section VI, when such failure results in the Accreditation Commission's inability to review Organization before Organization's accreditation expiration date.

### **Merger and/or Acquisition**

If during the accreditation review process, Organization undergoes or contracts to undergo a merger, and/or acquires another organization or the assets of another organization as published in the *Accreditation Policies and Procedures Manual*, Section XV, Organization 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 accreditation review process.

## **Decision-Making Process**

Organization understands and agrees that COA's acceptance of this Agreement and Organization's accreditation fee does not obligate COA to reach an affirmative decision regarding Organization's accreditation. Organization further understands and agrees that in the event of an unfavorable accreditation decision, neither COA nor its officers, directors, staff, Peer Reviewers, Accreditation Commissioners or other persons involved in the accreditation review process shall be liable to Organization or Organization's officers, directors or staff for Organization'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).

## **Maintenance of Accreditation**

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

There is an annual maintenance of accreditation fee of \$400 that is billed to all accredited organizations 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.

## **Authorization for the Use, Dissemination and/or Publication of Non-Identifying Organization Information**

Organization 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 Organization provides to COA as part of its application and through the accreditation review process;
  - b. Organization's accreditation scores ("de-identified data") and de-identified data from Organization's Preliminary Accreditation Report (PAR), Final Accreditation Report (FAR) and from the Accreditation Commission decision-making process; and,
  - c. data collection information that Organization provides to COA following the achievement of accreditation (maintenance of accreditation).
- ("a," "b," and "c" referred to collectively as "Accreditation Data")

Organization 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 Organization and that all Research Studies are approved by COA’s President and CEO. Organization’s consent as set forth in this paragraph is evidenced by Organization’s execution of this Agreement and is further limited to Research Studies. COA’s *Accreditation Policies and Procedures Manual*, Section XVI, addresses COA’s procedures to otherwise disclose Organization’s accreditation status information without the need for additional organizational consent.

**Rights and Responsibilities**

Organization recognizes that COA relies on the participation of the field to assist in continuously improving its accreditation standards and process. To that end, Organization 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 accreditation 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 organization’s rights and responsibilities, please refer to COA’s *Accreditation Policies and Procedures Manual*.

**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* as published and revised periodically.

**Lexington Fayette Urban County Government Department of Social Services  
(COA Agency ID #441)**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature, Chief Executive Officer

\_\_\_\_\_  
Date

**Council on Accreditation**

\_\_\_\_\_  
Signature, President and Chief Executive Officer

\_\_\_\_\_  
Date