

CHILD CARE SUSTAINMENT PAYMENT AGREEMENT

THIS AGREEMENT entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, (hereinafter "Cabinet") and LFUCG - Family Care Center

(hereinafter "Provider") whose principal place of business is located at 1135 Harry Sykes Way, Lexington, KY 40504

WHEREAS, on March 6, 2020, Governor Andy Beshear declared a state of emergency in Kentucky due to the Covid-19 pandemic; and

WHEREAS, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136), signed into law on March 27, 2020, to provide economic relief to the states and other entities adversely affected by the pandemic; and

WHEREAS, the Commonwealth of Kentucky has received funding under CARES to provide an incentive grant to existing licensed, certified, and registered child care providers to preserve available child care slots during the state of emergency; and

WHEREAS, the Commonwealth of Kentucky has received funding under CARES to provide additional financial aid to existing licensed, certified, and registered childcare providers who need assistance in sustaining their business or reopening from temporary closure; and

WHEREAS, Provider is an existing licensed childcare provider not providing limited duration childcare (LDC) that received licensure, certification, or registration prior to October 1st, 2020;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties agree as follows:


1. The Cabinet shall make a one-time grant to Licensed and Certified child care programs in the amount of \$130 per child based on licensure/certification capacity as reported to the Office of Inspector General, Division of Regulated Child Care at the time of the declaration of the state of emergency.
2. The Cabinet shall make a one-time grant to Registered Providers in the amount of \$130 per child based on their current subsidy enrollment.
3. Provider agrees that the payments referenced herein are grants and that it is not entitled to any additional sums.
4. Provider agrees that it may use the Sustainment Funding for
 - Employee wages;
 - Facility mortgage or rent payments;
 - Facility utility payments;
 - Facility insurance payments; and
 - The childcare program's obligated portion of employee benefit insurance.
5. Provider agrees that it shall not use the Sustainment Funding for
 - Program expansion;

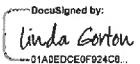
- Elective facility repairs; and
 - Elective classroom materials.
6. Provider agrees to return the signed contract to the Division of Child Care by December 1st, 2020 in order to claim the sustainment stipend listed in this document.
 7. Provider agrees that to indemnify and hold harmless the Cabinet from any claim, demand, or cause of action by any person or entity asserting an interest in or entitlement to the payments made hereunder. This indemnification obligation shall extend to costs, expenses, and attorney's fees expended by the Cabinet in connection with such claims.
 8. This Agreement represents the entire understanding of the Parties and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source which is not expressly stated herein.
 9. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
 10. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
 11. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.
 12. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Franklin County, Frankfort, Kentucky. Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.
 13. There are no third-party beneficiaries, express or implied, to this Agreement.
 14. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing it.
 15. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Cabinet for Health and Family Services

Provider

By: 
Name: Eric Friedlander
Title: Secretary
Date: 10/21/2020 | 12:27 PM EDT

By: 
Name: Linda Gorton
Title: Mayor
Date: 10/27/2020 | 12:49 PM EDT
Address: 1135 Harry Sykes Way Lex., KY 40504
Licensure #: L350165

Approved as to form and legality:

Attorney: DocuSigned by:
Wesley W Duke
D58FF5E4FC274A8...
Date: 10/21/2020 | 11:28 AM EDT

Department Review and Acceptance

By:
Name:
Title:
Date: