

CHILD CARE PROGRAM AGREEMENT

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter

“Cabinet”), and

Family Care Center- Lexington Fayette Urban County Government

(hereinafter “Provider”), whose principal place of business is located at

1135 Harry Sykes way, Lexington, KY 40504

(hereinafter collectively “the Parties”).

WHEREAS, Kentucky child care providers received nine (9) stabilization payments funded by the American Rescue Plan to provide economic relief from the adverse affects of the COVID-19 pandemic; and

WHEREAS, on August 16, 2023, Governor Andy Beshear announced an additional \$50 million investment of state dollars to provide the state’s child care providers with one additional stabilization payment;

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

1. The Cabinet will make one (1) sustainment payment to all licensed, certified, and registered providers that meet the requirements of this Agreement and as detailed below:

a. The provider is an existing licensed, certified, or registered childcare provider in the Commonwealth of Kentucky; and

b. The provider is active in the Cabinet, Office of Inspector General, Division of Regulated Childcare (“DRCC”) database on or before January 1, 2023; and

c. The provider is offering face-to-face, in-person childcare.

d. The provider is a participant in the Kentucky All-STARS program and has the ability to accept children enrolled in Kentucky’s Child Care Assistance Program (CCAP).

e. If the provider only offers half-day child care services (child care services for less than 5 hours per day), then the award amount will be pro-rated by fifty percent.

f. If the provider is in an emergency suspension status or appealing a revocation, then the provider will not receive payments issued during the time or suspension or revocation.

2. The Cabinet will issue payment to licensed and certified childcare programs based on

licensure/certification capacity as reported to the DRCC by January 1, 2023. The Cabinet will issue payments to registered providers based on subsidy enrollment. The payment will be approximately \$310.00 per child dependent on the number of full-time and part-time providers that apply. Reference 1(e.) above.

3. The Cabinet will issue the payment prior to December 31, 2023.

4. The Provider may use a portion of this payment to supplement the pay of each employee who is currently providing childcare. These employee payments may be in the form of salary, salary increases, hiring bonuses, or retention bonuses. The Provider shall detail and document these expenditures and keep documentation for verification.
5. The Provider may also use the payment for "fixed expenses," including but not limited to, facility rent or mortgage, facility utilities, insurance premiums, cleaning supplies, and food. The Provider may also use payments to make updates to equipment. The Provider shall detail and document these expenditures and keep documentation for verification.
6. The Provider may use the payment to purchase materials for social/emotional curriculum activities and curriculum used in the program to benefit the students. The Provider shall detail and document these expenditures and keep documentation for verification.
7. The Provider agrees that it shall not use any portion of the payments to create a new program.
8. The Provider agrees that the payment shall not be transferred to any third party.
9. In order to receive this payment, the Provider's Agreement must be received on or before November 30, 2023.
10. The Provider agrees to use all payments in accordance with this Agreement.
11. The Provider agrees to document the use of the payments in accordance with this Agreement. The Cabinet reserves the right to conduct an audit to determine the Provider's compliance with the Agreement. The Provider shall cooperate with the Cabinet in the event of an audit and shall make all documentation available upon request. The Provider shall retain all documentation for a minimum of five (5) years after December 31, 2023. The Provider agrees that if the Cabinet determines that any payment has not been properly documented and/or not retained, this shall result in an overpayment and the identified amount shall be reimbursed to the Cabinet.
12. The Provider agrees that the payment referenced herein is a grant and that it is not entitled to any additional sums.
13. 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. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
14. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
15. 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.
16. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.

17. 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, Frankfort, Kentucky. The 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.

18. There are no third-party beneficiaries, express or implied, to this Agreement.

19. 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.

20. 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.

Provider

DCBS

By: *Linda Gorton*

Approve

Name: Linda Gorton

Decline

Title: Mayor

Date:

Date:

Licensure# 350165

Hours of Operation in November 2023:

Full-Time (25 hours or more per week)

Part-Time (Less than 25 hours per week)

CHFS Cabinet Approval:

DocuSigned by:
Eric Friedlander
0AEA1D8C1506431

Eric Friedlander

Secretary

10/13/2023 | 3:36 PM EST

Approved as to form and legality:

DocuSigned by:
Wesley W Duke
DS8FF6B4FC274A8

wesley w Duke

General Counsel

10/13/2023 | 2:27 PM EST