

INTERAGENCY AGREEMENT EARLY HEAD START AND CHILD CARE ALLIANCE

This Agreement is made and entered into this first (1st) day of August 2026, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.** (hereinafter “CAC”), 710 West High Street, P.O. Box 1161-, Lexington, KY 40576, and, **Lexington-Fayette Urban County Government, through the Division of Family Services (Family Care Center)**, 1135 Harry Sykes Way, Lexington, KY 40504 (hereinafter “Provider”).

Whereas, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration of Children and Families and is an authorized Early Head Start Program Administrator.

Whereas, Provider is an early childcare provider licensed by the State of Kentucky.

Whereas, CAC and Provider desire to collaborate so as to render high-quality Early Head Start childhood development initiatives to Provider’s clients, now,

Therefore, in consideration of the forgoing and the mutual 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 2026 through and including the thirty-first (31st) day of July 2027 (“Term”), unless terminated earlier as provided in the Agreement. During the Term of this Agreement, Provider shall provide no less than forty-eight (48) weeks annually with a minimum of six and a half (6.5) hours per day for five (5) days week of high-quality Early Head Start childhood development initiatives. Designated Early Head Start hours shall be 8:00 a.m. until 2:30 p.m.
2. CAC and Provider will collaborate throughout the Term of this Agreement in order to ensure that the Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.
3. This Agreement will not automatically renew. CAC, at its election, may renew this Agreement by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Program Year, and pursuant to the notice provision of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew forty-five (45) days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement.
4. Provider may terminate this Agreement without cause pursuant to the notice provision of this Agreement; provider however, that Provider continues to provide quality Head Start childhood development initiatives unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.
5. Termination for Cause: If Provider fails to fulfil its obligations under the Agreement in a timely or proper manner, or if Provider violates any material term of this Agreement, CAC shall have the right to terminate this Agreement, in whole or in part, for cause. CAC shall notify Provider in writing of the nature of the breach

or failure, and if such breach or failure is not cured within 10 business days of such notice, the Agreement shall be deemed terminated.

6. Termination for Convenience: CAC reserves the right to terminate this Agreement at any time, in whole or in part, when it is in the best interest of the Agency. Written notice of termination shall be provided to Provider at least thirty (30) days prior to the effective date of termination.

SECTION II. PROVIDER'S OBLIGATIONS:

1. Provider shall offer full-day, full-year high- quality comprehensive early childhood development initiatives for a maximum of **sixteen (16) children** whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Early Head Start Program by CAC; comprehensive early childhood development initiatives includes high-quality early learning experiences, integrated health and wellness support, behavioral and developmental support, coordinated social care, and meaningful parent engagement. Provider is responsible for accommodating **all** Early Head Start enrolled children.
2. Provider will provide high-quality comprehensive child-development initiatives in **three (3)** classroom that have been approved by CAC for children enrolled in the Early Head Start Program. Any changes in classroom space must be approved in writing by CAC prior to implementation.
3. Provider shall provide space **four (4) classrooms** to provide high- quality comprehensive early childhood development initiatives to **twenty-four (24) Early Head Start children and seventeen (17) Head Start children** whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Head Start Program by CAC; comprehensive early childhood development initiatives includes high-quality early learning experiences, integrated health and wellness support, behavioral and developmental support, coordinated social care, and meaningful parent engagement. Provider shall provide office space for 3 Head Start and Early Head Start support staff. (one (1) Site Director, 1 Head Start Pathway Specialists, and 1 Early Head Start Pathway Specialist).
4. Provide shall offer the same high-quality comprehensive early childhood development initiatives for all other 0-3 years old in attendance at Provider's facility, including those children who are not enrolled in the Early Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children in attendance whose families are eligible for Early Head Start funding and are enrolled in the Early Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing high-quality comprehensive early childhood development initiatives as set forth in this Agreement to children whose families are not eligible for Early Head Start funding and/or are not enrolled in the Early Head Start Program.
5. Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's early childhood development program and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its early childhood development program shall not be diminished, and that funding shall not be diverted for profit.
6. Provider agrees to make and procure acceptable and allocable non-federal contributions to the Early Head Start Program having a monetary value not less than twenty-five percent (25%) of the amount paid by CAC pursuant to Section III(7) of this Agreement. The parties agree that this requirement shall not apply to the funds provided by CAC pursuant to Section III(9) of this Agreement. Documentation evidencing the non-

federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.

7. 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 following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Head Start conferences and trainings, equipment, supplies, food provided, assistance such as health, dental, or behavioral intervention support provided by outside contractors, trainings or other consultants providing assistance and education, space (value per square foot) and utilities provided, and cleaning. “In-kind match” includes the fair market value of donated supplies, products and offerings, including volunteers in the classroom or on activities such as field trips and products and offerings for which you pay less than fair market value (i.e., if a health provider provides care and assistance at a discount rate, the difference between the amount charged and the customary rate is an “in-kind match”). “Cash match” and “in-kind match” funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.
8. Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within 30 days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.
9. The provider will provide food to **all** enrolled partnership children, which includes meals and snacks that provide at least one-third (1/3) of each child’s daily nutritional requirements. This food assistance shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program (CACFP). Provider shall not require parents to provide any food items, including formula, during Early Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Early Head Start enrolled children when meals are offered to said children.
10. Provider shall not require parents to provide diapers or wipes for Early Head Start enrolled children for use during designated Early Head Start hours of operation.
11. 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. Provider shall provide to CAC the written contact information for this person within 10 days of the date of execution of this Agreement.
12. Provider will collaborate with CAC on jointly developed procedures for the transition from Early Head Start to Head Start. The procedures will include timelines related to transition, administration, staff development and involvement, family involvement, and child preparation.

13. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Program (IIEP). Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Early Intervention Specialist for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan (IFSP) goals and objectives.
14. Provider will share diagnostic and assessment information with CAC for children assisted. Provider shall enter this information into CAC's ChildPlus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V(6) of this Agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.
15. Provider agrees to collaborate with CAC to ensure that all staff assisting Early Head Start Program eligible children are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.
16. Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of assistance provided under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the ChildPlus System. 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 ninety (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 ChildPlus System;
 - g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
 - h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into ChildPlus System, Teaching Strategies.com and any appropriate anecdotal reports;
 - i) Supporting documentation evidencing that at least twenty-five percent (25%) 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.
 - j) Proof of certification of USDA Child and Adult Care Food Program participations;
 - k) Documentation providing proof of reimbursement and monitoring results from USDA;
 - l) Proof of accreditation;
 - m) Proof of developmental, behavioral health, and emotional skills screenings;
 - n) Proof of ongoing assessments of enrolled Early Head Start Program children;
 - o) Proof of individualized curricula.

17. Provider shall contact families to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one (1) hour of program start time, Provider must attempt to contact the parent to ensure the child's well-being. This can be completed by utilizing the ChildPlus alert system.
18. Provider shall conduct developmental and behavioral health screenings of each child enrolled in the Early Head Start Program within 45 days of the child's entry into the Early Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.
19. Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Early Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.
20. Provider shall ensure that all curricula is individualized to the developmental needs of each enrolled child, as required by Community Action Council Child Development Procedures.
21. Provider shall allow professionals to conduct general classroom observations on each classroom one time per year, or more if needed based upon the professional's recommendation.
22. Provider shall work closely with CAC in order to schedule medical providers at Provider's location (where applicable) for the Early Head Start enrolled 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 provider.
23. Provider shall assist CAC in conducting the Infant Toddler Environment Rating Scale (ITERS) on each Early Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC. If Provider's score is below a 5.0, an action plan must be submitted and an additional Infant-Toddler Environment Rating Scale completed per timeline.
24. Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers high-quality comprehensive early childhood development initiatives. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.
25. Provider shall ensure that all Early Head Start classes are staffed by 2 paid teachers, and whenever possible, a volunteer. During Head Start-designated hours of operation, Provider shall ensure that 2 paid teachers are present in each Early Head Start classroom at all times. Provider shall ensure that Early Head Start classrooms have paid floating staff members to assist in classroom coverage.
At all times, there must be 2 Early Head Start staff for all center activities, events, or transitions – including transportation. When children are present during operational hours, no individual staff/contractor/therapist/volunteers will be alone with a child. At least 2 adults are required to be with children at all times.
26. Provider shall ensure that all teaching staff who work with Early Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter-rater reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.

27. Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets these criteria, and Provider shall give CAC written notice, at least 30 days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of high-quality comprehensive early childhood development initiatives delivered under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for high-quality comprehensive early childhood development initiatives provided unless CAC has given written approval of such changes.
28. Provider may not use the Head Start logo in its literature, signage, advertisements, and websites. All public communications that refer to Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Head Start logo and any reference to an affiliation, past, present, or future, with Head Start.
29. 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, 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 *Head Start Act* as amended in December 2007;
 - m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
 - n) 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.

- o) The applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Head Start and the Regional Office of the Environmental Protection Agency (EPA).

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.**

30. 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.
31. Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office of Head Start requires all Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.
32. Provider shall complete any and all forms required by CAC.
33. Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or 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. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non-consumable equipment and supplies purchased during the terms of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.
34. Provider shall ensure the following standards of conduct: staff, consultants, contractors, and volunteers must never:
 - a) Use corporal punishment or physically abusive behavior, defined as intentional use of physical force that results in, or has the potential to result in, physical injury. Examples include, but are not limited to, hitting, kicking, shaking, biting, pushing, restraining, tape a child's mouth shut, force feeding, or dragging;
 - b) Use sexually abusive behavior defined as any completed or attempted sexual act, sexual contact, or exploitation. Examples include, but are not limited to, behaviors such as inappropriate touching, inappropriate filming, or exposing a child to other sexual activities;
 - c) Be emotionally harmful or use abusive behavior, defined as behaviors that harm a child's self-worth or emotional well-being. Examples include, but are not limited to, using physical activity or outdoor time as a punishment or reward, using seclusion, using or exposing a child to public or private humiliation, or name callings, shaming, intimidating, rejecting, terrorizing, extended ignoring, corrupting a child, or use training methods that punish, demean, or humiliate;

- d) Use neglectful behavior, defined as the failure to meet a child's basic physical and emotional needs including access to food, education, medical care, appropriate supervision, and safe physical and emotional environments. Examples include but are not limited to, leaving a child unattended on a bus, withholding food as punishment, use toilet learning or refusing to change soiled diapers as punishment; and
- e) Use any form of verbal abuse, including but not limited to, profane or sarcastic language, threats, or derogatory remarks about a child or child's family. or use physical activity or outdoor time as a punishment or reward.

Allegations of child abuse or neglect must be reported to the Head Start Director on the same day that the Provider becomes aware.

If abuse of any child is suspected, Provider shall report same in compliance with applicable state. Law. Provider shall notify CAC, in writing, of all action taken by Provider or by others within Provider's knowledge.

- 35. 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 V6 of this Agreement).
- 36. Provider shall obtain and maintain on file evidence of the following staff qualifications for each Head Start Program teacher: State and National Criminal Records Check including fingerprints, Child Abuse and Neglect Check, State and National Sex Offender check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test (to be updated every 2 years), annual Child Abuse and Neglect training, fifteen (15) hours of annual professional development, physicals (to be updated every 5 years), blood borne pathogens, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky.

Provider shall ensure and maintain on file documentation that each lead teacher working with Head Start enrolled children has, at a minimum, a bachelor's degree in Early Childhood or related field; each assistant teacher working with Head Start enrolled children has, at minimum, a Preschool Child Development Associate credential. Each staff working with Head Start enrolled children shall apply for a Preschool Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement, with the exception of those staff that have already obtained a Paraeducator Certificate or has an Associate Degree in Early Childhood.

All staff must be approved by CAC Human Resources prior to working in any Head Start/Early Head Start classroom. CAC's Human Resources, located at 710 West High Street, will conduct all required background checks at CAC's expense before any staff member begins work in a classroom. CAC Human Resources must be promptly notified of any staff terminations or vacancies.

- 37. Provider further agrees to execute and comply with the terms and conditions of the *Certification Regarding Lobbying* attached to the Agreement.
- 38. Provider shall not promote or denigrate, or allow others to promote or denigrate, and religion as part of, or incident to, its high-quality comprehensive early childhood development initiatives.

39. **Transportation is not included as part of this contract. Provider shall not transport Early Head Start Children without prior written permission from CAC authorizing Provider to transport Early Head Start Children.** Should transportation be approved in the future, Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver; proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children.
40. Provider agrees to encourage parent participation on CAC's Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.
41. Provider agrees to assist CAC in its annual health and safety screening of the Early Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Early Head Start Program using the guidance of CAC. If any health and safety noncompliant findings arise during any of the screenings, or at any other time, Provider shall correct each noncompliant finding within twenty-four (24) hours of the date and time the noncompliant finding was identified.
42. Provider agrees to participate in a minimum of (three) 3 CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.
43. Provider agrees to attend quarterly partnership meetings with CAC at dates and times scheduled by CAC.
44. Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, except as required pursuant to Section III(9) of this Agreement, and Provider shall ensure that CAC staff members have access to Provider's facilities.
45. Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five (5) years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Early Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Early Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff,

the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

46. Provider shall be required to provide Non-Traditional Instruction (“NTI”) and/or distance learning to each child enrolled in the Early Head Start Program in the event that schools close. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in ChildPlus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.
47. Provider agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of 31 U.S.C. 3729(b)(4). CAC certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

SECTION III. CAC’S OBLIGATIONS:

1. CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.
2. CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Early Head Start children in accordance with Head Start Program Performance Standards and Selection Criteria.
3. CAC shall endeavor to give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures. Should immediate mandatory changes be required by any state or federal agency with authority over these activities, Provider shall comply.
4. CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.
5. CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.
6. CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.
7. CAC shall pay to Provider the sum of **\$257.52 per month per child** who is enrolled in the Early Head Start Program, as follows: **\$4,120.32 per month** providing that **enrollment** of children is maintained at **one-hundred percent (100%) of 16** and **attendance** is maintained at **eight-five percent (85%) of 16**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. Enrolled children must be physically or virtually present at least one day per month to be eligible for payment. CAC retains the authority to adjust slot allocations as per the terms of the received grant agreement. Enrollment **vacancies must be filled within 30 days**. Invoices will be paid only after the prior month’s financial reporting has been received by CAC’s Fiscal Department and documentation

demonstrates that there has been no supplanting of funds and that funds received through the Head Start programs are utilized for the benefit of the children enrolled.

8. 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 1 sign stating the Provider is a Head Start participant and install said sign in a mutually agreed place at Provider's facility.
9. CAC shall pay to the Partner the sum of **\$2,500** per month for the use of classroom, office and playground spaces at the Partner's facility from August 1, 2026 to July 31, 2027.
10. CAC shall provide a Head Start Compliance Officer and Head Start Pathway Specialists to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.
11. CAC will provide food to **all** direct managed enrolled children, which includes meals and snacks that provide at least one-third (1/3) of each child's daily nutritional requirements.

SECTION IV. **INVOICING, PAYMENT & REPORTING:**

1. Provider shall invoice and shall receive payment only for programming and clients authorized in writing by CAC pursuant to this Agreement.
2. Provider shall, **by the 15th day of each calendar month**, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.
3. Within 30 days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for high-quality comprehensive early childhood development initiatives provided.
4. CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.
5. CAC shall withhold payment of invoices to Provider if 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: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, Lexington, KY 40576. Notices to Provider shall be delivered to: Lexington-Fayette Urban County Government, through the Division of Family Services (Family Care Center), 1135 Harry Sykes Way, Lexington, KY 40504.
2. *Insurance and Indemnity:*
 - a) The parties understand that the Provider is self-insured and therefore nothing in this Agreement shall be constructed as to require the Provider to obtain insurance.

- b) To the extent allowable by law, and without waiving any defense to sovereign immunity, 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, to the extent allowable by law, and without waiving any defense to sovereign immunity, 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 under this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigned 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 affect 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.
 - f) Both parties agree and acknowledge that this provision shall be interpreted at all times in a manner so as to comply with the Kentucky Open Records Act.
7. *Remedies:* In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.
8. *State Law Governing Agreement; Consent to Jurisdiction:* This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of

laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.

9. *Authority:* The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.
10. *Entire Agreement:* This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Provider shall submit proof of the following documentation to CAC prior to the execution of this Agreement:

1. Building Occupancy Permit;
2. Kentucky All STARS Certificate;
3. License to Operate a Child Development Center;
4. Current Fire Marshal Inspection;
5. State and National Criminal Records Checks, including fingerprints;
6. Child Abuse and Neglect Check;
7. State and National Sex Offender Check;
8. Annual performance appraisals and professional development plans;
9. Confidentiality certification;
10. CPR and First Aid certifications;
11. Pedestrian Safety and Evacuation Drill documentation;
12. Results of a negative tuberculosis skin test (updated every two (2) years);
13. Annual Child Abuse and Neglect training;
14. Fifteen (15) hours of annual professional development;
15. Physical examinations (updated every five (5) years);
16. Bloodborne pathogens training; and
Food handler's permit for each employee, in accordance with applicable statutes of the Commonwealth of Kentucky.

Required Criminal Record Checks as previously stated and signed Code of Conduct for each teacher working in Head Start classrooms.

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

JESSICA COFFIE, HEAD START DIRECTOR

DATE

STEVEN GRAVITT, CHIEF FINANCIAL OFFICER

DATE

SHARON PRICE, EXECUTIVE DIRECTOR

DATE

FOR: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

LINDA GORTON, MAYOR

DATE

DRAFT

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and

not more than \$100,000 for each such failure.

Signature

Title

Organization

<https://www.acf.hhs.gov/grants/certification-regarding-lobbying>

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