

CONTRACTUAL AGREEMENT

████████ CHILD AND FAMILY DEVELOPMENT CENTER
AND
████████ COUNTY SCHOOLS

This agreement entered into as of this 1st day of July 2016 between the ██████████ County Board of Education, 120 Raider Way, Stearns, Kentucky 42647 hereafter referred to as the "BOARD" and ██████████ Child & Family Development Center, PO Box 68 Parkers Lake, Kentucky 42634, here after referred to as the "CONTRACTOR".

Whereas the CONTRACTOR has considerable experience and expertise in the development and implementation of quality, comprehensive preschool programs; and whereas the CONTRACTOR is approved by the Kentucky Department of Education for the provision of a comprehensive preschool services for eligible "at-risk" four-year-old children; thereafter the BOARD herein shall contract for services as described below:

Part I Contractual
Agreement

WITNESSETH THAT:

THE BOARD AND THE CONTRACTOR DO MUTUALLY AGREE, as follows:

- I. Contracted Services to be rendered: The CONTRACTOR shall, in a satisfactory and proper manner as determined by the BOARD, complete the contracted services as specified in Schedule A of this contract.
- II. Board Support to be rendered: The BOARD shall furnish the supervision and other support services to the CONTRACTOR as specified in Schedule B.
- III. Agreed Date(s) of Services to be performed: The CONTRACTOR shall commence performance of this Contract on the first day of the current school year's schedule. (Schedule not yet set) subjected to the approval by the Kentucky Department of Education of the BOARD'S proposal for Preschool Program for Four year olds. 2016-2017, and shall complete performance to the satisfaction in schedule A. Program Duration.
- IV. Documentation: The CONTRACTOR shall maintain and provide the BOARD such record reports and accounting as specified in Schedule A of this contractual agreement.
- V. Payments: The CONTRACTOR will be paid for contracted services specified in Schedule A.

As of the date on which this contract is signed, it is anticipated that t h e following number of children will be served:

12 "At-Risk" 4-year-old children will be served by the CONTRACTOR.

The contract amount is \$21,000.

The number and type of children who will generate these funds will be confirmed based on the number of children described herein who are enrolled in the CONTRACTOR'S program through BOARD placement October 1, 2016. In the event that the projected number of children does not reach this enrollment level, the contract will be amended.

- VI. Method of Payment: The CONTRACTOR will be paid directly by the BOARD by check in three- (3) equal Payments. With the first one in November 2016, the next one in January 2017, and the last payment in June 2017. Payment will be subjected to the BOARD'S receipt of monthly statements from the CONTRACTOR, documenting the attendance of the children covered under this contract.
- VII. Additional Terms and Conditions: This agreement is subjected to and incorporated the attached Part 2. "Terms and Conditions of Contracted Services" and the attached Schedules A&B. In addition, this agreement shall be contingent upon the approval of the Kentucky Department of Education will be incorporated by amendment into this contract.
- VIII. Insurance: The CONTRACTOR will provide to the BOARD a Certificate of Insurance describing coverage the Contractor has for services provided through the CONTRACTOR'S facilities, for the children served through this contract, the CONTRACTOR assures that insurance liability covers this transportation provision.
- IX. Training: Contractor will provide evidence of confidentiality training and restraint and seclusion training for all staff to DoSE by September 2016.

Part 2

Terms and Conditions for Contracted Services

In addition to any conditions specified in Part I, this contract is subject to all of the condition listed below. Waiver of any of these conditions must be upon the express written approval of both parties and such waiver shall be made a part of this Contract

I. Termination:

- (a) Default. Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure of which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of notice such default (or such longer additional period as the non-defaulting party may authorize).
- (b) Unpreventable Events. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of **natural disaster, actions or decrees of governmental bodies or communication line** failure not the fault of the affected immediately give notice to the party and shall do everything possible to resume performance. Upon receipt of notice of the Unpreventable Event, the party whose ability to perform has been so affected shall have the right, by giving written notice to terminate this Agreement.
- (c) Changes in Grant. If the grant under which this contract is made is terminated, the Board shall there upon have the right to terminate this Contract is given written notice to the Contractor of such termination and specifying the effective date thereof. In the Contractor is unable or unwilling to comply with such additional services are being rendered. The contractor shall have the right signifying the effective date thereof.
- (d) Return of Properties. In the event of termination all property. Documents, and reports purchased or prepared by the Contractor under this Contract shall at the option of the Board, become its property and the Contractor under this contract shall at the option of the Board, become its property and the Contractor shall be **entitled to compensation for any unreimbursed expenses necessarily incurred in** satisfactory performance of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for any damages sustained by the Board by virtue of any breach of the contract by the Contractor, and the Board may withhold any reimbursed to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Board from the **Contractor is agreed upon or otherwise determined.**

2. Changes, The Board may, from time-to-time, request changes in the scope or the Services of the Contractor to be performed hereunder. Such changes, including any **Increase or decrease in the amount of the Contractor's payment, which mutually Agreed upon by and between amendments to this Contract.**
3. Remedies/Conflict Resolution. All remedies available to either party for breach of Contract is cumulative and may be exercised concurrently or separately. The Exercise of any one remedy shall not be deemed an election of such remedy to the Exclusion of any other remedy in event of conflict or breach of contract, the party of The specific nature of the alleged conflict or breach. Remedies available herein Should be exercised whenever possible. If additional cost shall be the responsibility of party Alleging conflict or breach of contract.
4. Discrimination in Employment Prohibited. The Contractor will not discriminate against any employee in the performance of this Contract, or against any applicant **for employment in the performance of this Contract because of race, creed, color, or national origin.** The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly during employment, without **regard to their race, creed, color, or national origin. This requirement shall apply to,** but not limited to, the following: employment, upgrading, or transfer; recruitment **advertising; layoff or termination; rates of pay or other forms of compensation; and** selection for training, including apprenticeship.
5. Discrimination Prohibited. The Contractor will comply with state and federal **regulations that prohibit the discrimination based on race, creed, color, disability, or national origin.**
6. Political Activity Prohibited. None of the funds, materials, property or services contributed by the Board or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
7. Religious Activity Prohibited. There shall be no religious worship services or proselytization as part of or in connection with the performance of this Contract.
8. Drug-free Workplace. The program provided under this contract shall be provided in a drug-free workplace.
9. Compliance with Local Laws. The Contractor shall comply with all applicable laws, **ordinance, and codes of the state and local Government.**
10. Reports. The Contractor shall make financial reports, student progress reports, and other reports as requested by The Board.

CONDITIONS FOR CONTRACTOR SCHEDULE A

The Contractor agrees to provide the services indicated below in accordance with the conditions and timelines specified:

1. Blending of Resources. The preschool program for eligible KERA at-risk and disabled children eligible for the Contractor's services will be operated as a blended model in which federal, state, and local public and private monies will be blended (subject to separate audit trials) to strengthen and enhance existing program.
2. Number/Eligibility of KERA Children to be served in 2016-2017 School Year. The Contractor will provide quality preschool services in accordance with all KERA requirements within available program slots. The tentative number of at-risk preschool children as defined as the Bases for fund generation based on the number of children described herein who are enrolled in the Contractor's program through

Board placement on December 1, 2016 (minimum of 12 eligible 4 year old students and/or \$21,000).

3. Program Duration and Operation. For the current year, the starting date for classes and the ending date for classes will be the same schedule as the school year of the ██████ County Preschool Program. The program will operate a minimum of 2 ½ hours per day for direct child instruction. Direct child instruction shall be made **available 4 days per week with visits, case management, interagency coordination, inservice training, and program planning, home visit will be made, the first of which** will occur no more than 60 days after the child is enrolled in the Contract's program by the Board.
4. Facilities. The Contractor will provide space including utilities for all children participating in the KERA preschool program. The location of the facility for this program will be: at ██████ Community Center. Each classroom will be furnished with developmentally appropriate materials, furniture and equipment. A playground approved by day care licensing will be available to the programs appropriate fencing shall surround the playground area.
5. Curriculum. A variety of curriculum resources will be utilized to implement the requirements specified under transition to and participation in kindergarten. **If** available, the contractor will use the curriculum developed or adopted by the Board, making adaptations as may be required to meet individual needs of children
6. Services for Disabled Children. Child evaluation, special education and related services will be made available as follows. The Board will provide motor, speech/language and educational evaluations on all children suspected of having a disability. The Contractor shall assist the Board in obtaining documentation of disabling conditions. Evaluation data shall be used along with other information by the Admissions and Release Committee for development of the Individualized Education Program (IEP) developed for each child. Special Education and related services to be provided to each disabled child as described in the Individual Education Program. At the Board's request, the Contractor will provide representation to the Board's Admissions and Release Committee meeting at which the IEP is developed which identifies the Contractor as the program in which the child will be placed. The Contractor will comply with federal and state laws and local policies and procedures for the provision of special education programs.
7. Standards and Regulations. Services to at-risk and disabled children shall be made available consistent with legal requirements of IDEA, KERA and other applicable state laws and regulations. The contractor will maintain a program which is approved, by the Kentucky Department of Education and which meets the licensure requirements of the Cabinet for Health and Family Services for day care programs.
8. Parent Fees. Services approved under this contract shall be at no cost the parents. **Billing the parent's insurance or accessing a third party funding available for services** to the child shall not be considered as any out-of-pocket expense.
9. Child Count. The Contractor will submit child count data on the required forms to the Board for both October 1 and December 1, 2016. Child Count and other related data as may be required for purposes of reporting information required under KERA or under the IDEA. The Contractors assure that children counted are either: (1) Children who are 4 years old by October 1 of the school year in which they are served and who are eligible for free lunch (At-Risk children as defined by section 16, KERA) or (2) Children ages 3-5 years old who are a. identified as disabled under the Kentucky Administrative Regulations b. provided a free appropriate education in accordance with and IEP
10. Personnel/Staff Qualifications: The Contractor will hire, train and monitor all staff required to perform the services covered under this contract with the exception of the **special education and related service providers who serve students having disabilities** who are employed by the Board. All persons employed under this contract shall be subject to the staffing and personnel guidelines of the Kentucky Department of **Education Interim Personnel Guidelines.**

11. Transportation. The Contractor shall provide transportation for children being derived by the Contractor's Facility. Transportation will be provided through vehicles and procedures which have been approved by the Kentucky Cabinet for Health and Family Services through Day Care Licensing. Contractor's transportation personnel are invited to complete bus driver's training provided by the board.
12. Reports and Data: The Contractor shall maintain all required data specified by KERA and IDEA including enrollment verification data, annual program evaluation data, and such financial reporting as necessary to document audit trails for the funds expended under this contractual agreement. The Contractor will assist the board in preparing required reports to be submitted to the Kentucky Department of Education.
13. Confidentiality: The records maintained by the Contractor on all children served through this contract should be fully available to the Board without parental consent. All child records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.

14. Obligations and Activities of CONTRACTOR

15.0 Criminal Records Check

- 15.1 Any employee of CONTRACTOR working under the terms of this agreement shall submit to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in keeping with KRS 160.380, at no expense to the BOARD. The results of this background check shall be provided to the Superintendent of the BOARD or his designee before any services are provided pursuant to this agreement. No person shall perform services pursuant to **this contract who has a record of a sex crime or as a violent offender as defined in KRS 17.165.**

This provision shall apply to any adult who is permitted access to school grounds, **pursuant to this agreement at times when students are present or to any person who provides services to students pursuant to this agreement or at CONTRACTOR/BOARD place of business.**

16.0 Confidentiality

- 16.1 The Provider by signing this agreement,
 - a. Assures that any information received from the ██████████ County Board of Education or the Cabinet for Health and Human Services ("the Cabinet") relating to individuals on public assistance applicants and/or recipients will be maintained as confidential and will not be copied or given to **any other governmental agency, individual or private concerns without** written permission of the Cabinet or the applicant or recipient,
 - b. Takes all precautions to assure that information is safeguarded and to **maintain security over such information to assure it does not become available to unauthorized individuals;**
 - c. Assures that information on Food Stamp recipients obtained from the Cabinet will only be used for purposes of verifying eligibility into Second Party Federally Funded Programs;

16.2 In accordance with Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," the Cabinet and The ██████████ County Board of Education have standards to protect the security, confidentiality and integrity of health information; and the United States Secretary of the U.S. Department of Health and Human Services has issued regulations modifying 45 C.F.R. Parts 160 and 164 (the "HIPAA Privacy Rule"): Certain information is received from The Cabinet for Health and Family Services that requires said information to be secured confidential.

THEREFORE, in compliance with the HIPAA Privacy Rule, 45 C.F.R. Part 164.504 (e), the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information **including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.**

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by The BOARD and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by BOARD or its operating units to CONTRACTOR or is created or received by CONTRACTOR on BOARD behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) CONTRACTOR agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in this contract between Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom BOARD is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by BOARD;

(ii) at termination of this Agreement, or upon request of BOARD, whichever occurs first, if feasible, CONTRACTOR will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of BOARD that CONTRACTOR still **maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and**

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of BOARD, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of this Agreement

(b) Notwithstanding the prohibitions set forth in this Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:

(I) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:

(A) The disclosure is required by law; or

(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the **information has been breached;**

(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of BOARD pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by BOARD with the protected health information received by CONTRACTOR its capacity pursuant to this agreement, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit CONTRACTORS' records and practices related to use and disclosure of Protected Health Information to ensure BOARD compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to BOARD any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to BOARD of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for the purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. CONFIDENTIALITY OF EDUCATION INFORMATION

The Provider assures the confidentiality of all personally identifiable information, written and verbal, provided by or about any student receiving services under this agreement, and shall not release any information to a third party other than the School herein, except as authorized by the informed written consent of the student or the parent of a student under 18 years of age, or as otherwise permitted by law in accordance with the Federal Family Educational Rights and Privacy Act (FERPA) and other Federal and State requirements.

CONDITIONS FOR BOARD
SCHEDULE B

The Board agrees to provide the services indicated below in accordance with the conditions and timelines specified:

1. Transportation: The Board will offer training for all Contractor's staff involved in the Transportation program.
2. Food Program: The Contractor will administer and operate the food program for all children. This will include breakfast and lunch as appropriate.
3. Data and information: The Board will solicit from the Contractor such child data forms as may be required for the purpose of counting children for funding under KERA and IDEA. The Board will submit to the Kentucky Department of Education such data and forms as may be required for implementation of programs under these state and federal requirements.
4. Evaluation and Therapeutic Services: The Board will implement child find and assist in the provision of educationally relevant services to students as required by the IEP of children with disabilities. ECFDC IECE Teacher is an implementer of student IEP's.

Contractor	Title	Date
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Contractor	Title	Date
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Contractor	Title	Date
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Chairman of Board	Title	Date
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Superintendent	Title	Date
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