

Memorandum of Understanding (MOU)

**For OVEC Head Start, Gallatin County Public Schools and
Northern Kentucky District (Point of Entry) for Kentucky's Early Intervention System**

Issued by

The Cabinet for Health and Family Services
275 East Main Street, 4E-C, Frankfort, KY 40621

Hereafter referred to as "Cabinet"

On Behalf Of

Office for Children with Special Health Care Needs

Point of Contact

Mason Roberts Purchasing Agent
Office of Administrative Services
Division of Procurement and Grant Oversight
MOU/Grant Branch
275 East Main Street, 4E-C
Frankfort, KY 40621
Telephone: 502-564-7736, ext. 3908
E-mail: mason.roberts@ky.gov

MEMORANDUM OF UNDERSTANDING

**Between the
Ohio Valley Educational Cooperative Head Start, Gallatin County Public Schools and
Northern Kentucky District (Point of Entry) for Kentucky's Early Intervention System**

And

**Commonwealth of Kentucky, Cabinet for Health and Family Services, Office for Children with Special
Health Care Needs**

This is a Memorandum of Understanding between **Ohio Valley Educational Cooperative (OVEC) Head Start, Gallatin County Public Schools, and Northern Kentucky District** herein after referred to as the "collaborating parties" and the Commonwealth of Kentucky, Cabinet for Health and Family Services ("CHFS") Office for Children with Special Health Care Needs (OCSHCN) herein after referred to as "the parties". **This early Childhood Interagency Transition Agreement is entered into by the Northern Kentucky District First Steps Program, the Gallatin County Public Schools, and the Ohio Valley Educational Cooperative (OVEC) Head Start. This is an evolving agreement, which will be reviewed, monitored and amended as needed to meet the needs of the local community as we work toward serving young children with disabilities and their families.**

ENTER THE START AND EXPIRATION DATES/YEAR: July 1, 2021 through June 30, 2022

Purpose:

Decisions have been made to collaborate with First Steps, the OVEC Head Start, and the Gallatin County Public Schools to serve all agency partners and assist the local community in serving young children with disabilities and their families.

RESPONSIBILITIES:

A. Northern Kentucky First Steps agrees to:

- a. Coordinate innovative Child Find activities through shared resources and knowledge of programs and community
- b. Coordinate with Early Head Start programs in providing services to children with disabilities and their families
- c. With parental consent, refer families who do not qualify for First Step services to Early Head Start for possible Child Development services when appropriate
- d. With parental consent, share information regarding the development of the First Steps Individualized Family Service Plan (IFSP), including a transition plan to preserve continuity of services into programs serving children birth to 3 years old.
- e. With parental consent, share medical and developmental history, as well as the IFSP
- f. With parental consent, coordinate with families and Early Head Start to plan and provide services identified on the IFSP
- g. The First Steps Service Coordinator will collaborate with the LEA and OVEC Head Start to assist the family in receiving services for both programs
- h. Participate in the development of Local Interagency Transition Agreements
- i. Support and assist in the accomplishment of family goals as listed in the Early head Start Family Partnership Agreement

- j. Assist families in becoming an advocate for their child during the transition and implementation process
- k. All Early Intervention Service Providers shall have a background check as required by KAR 30:150 (1)(4)(b) in order to provide direct services to children in District and Head Start Early Childhood programs.
- l. Timeline for Services:
 - i. From the date of an accepted referral, the evaluation and eligibility process will be completed within 45 calendar days
 - ii. IFSPs will be reviewed every 6 months to document progress toward outcomes, review strategies and activities and/or to develop new outcomes for the child and family
 - iii. With parent consent, Head Start staff will provide information related to the child's progress toward IFSP goals when requested
 - iv. No more than 9 months or no less than 90 days before the child's third birthday with parent consent, a representative from the District and from Head Start will be invited to a transition conference meeting to share program options for three year olds and to assist in transition planning
 - v. With parent consent, for all children who are two years and ten and one-half months of age or older at the time of referral to First Steps, a referral will be made to the LEA

B. OVEC Head Start, representing Early Head Start Programs, agree to:

- a. Coordinate innovative Child Find activities through shared resources and knowledge of programs and community
- b. Coordinate with First Steps service providers in providing services to children with disabilities and their families
- c. With parental consent, refer families who may qualify for First Steps services to Point of Entry (POE) for possible services
- d. Work with POE for initial evaluation and assessment resulting in program planning for children with disabilities and their families
- e. With parental consent, share information regarding the development of the Individual Family Service plan (IFSP)
- f. With parental consent, share medical and developmental history
- g. The OVEC Head Start Community Child Care Specialist or District Representative will collaborate with the First Steps Service Coordinator to assist the family in receiving services from both programs
- h. Provide training opportunities and technical assistance to First Steps program staff
 - i. Participate in the development of local Interagency Transition Agreements
- j. With parent consent, First Steps will provide District and Head Start programs with a copy of the IFSP and Consent for Services
- k. Coordinate with families and First Steps to develop and provide services identified in the IFSP. The Community Child Care Specialists or District Representatives will also support and assist in the accomplishment of family goals as listed in the IFSP
- l. Attend transition meetings when possible in order to share information about District and Head Start early childhood programs
- m. Assist families in becoming advocates for their child during the transition and implementation process

- n. Provide parent support through education, individual and group meetings, conferences, home visits and trainings
- o. The Preschool Disabilities Consultant, Community Child Care Specialist, or Early Head Start staff are encouraged to participate in Service Coordinator meetings and District Early Intervention Committee for community partnership collaboration

C. District representing Early Childhood programs agree to:

- a. Coordinate innovative child Find activities through shared resources and knowledge of programs and community
- b. Coordinate with First Steps service providers in providing services to children with disabilities and their families
- c. With parental consent, refer families who may qualify for First Steps services to Point of entry (POE) for possible services
- d. Work with POE for initial evaluation and assessment resulting in program planning for children with disabilities and their families
- e. The OVEC Head Start Community Child Care Specialist or District Representative will collaborate with the First Steps Service Coordinator to assist the family in receiving services from both programs
- f. Participate in the development of local Interagency Transition Agreements
- g. With parent consent, First Steps will provide District and Head Start programs with a copy of the IFSP and Consent for Services
- h. Attend transition meetings when possible in order to share information about District and Head Start early childhood programs
- i. Assist families in becoming advocates for their child during the transition and implementation process
- j. With parental consent, share information regarding the development of the Individual Education Plan with Northern Kentucky First Steps as the children exit the program
- k. Provide parent support through education, individual and group meetings, conferences, home visits and trainings
- l. The District Representative is encouraged to participate in Service Coordinator meetings and District Early Intervention Committee for community partnership collaboration

Terms of the Agreement:

- A. This agreement shall commence upon execution. The term of this agreement shall be July 1, 2021 through June 30, 2022 however; the parties may cancel this agreement at any time upon thirty (30) days written notice or immediately for cause.
- B. This agreement may be modified by mutual consent of all parties.
- C. The collaborating parties agree to abide by the rules and regulations regarding the confidentiality of any personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.
- D. The collaborating parties agree to comply with Title VI of the Civil Rights Act of 1964 (42USC 200d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, gender identity, sexual orientation, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

- E. The collaborating parties agree to abide by the rules and regulations regarding the confidentiality of any personal educational records as mandated by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g 34 CFR Part 99) is a Federal law that protects the privacy of student education records.
- F. Any subcontract entered by the collaborating parties as the result of this agreement shall mandate that the subcontractor be required to abide by the same statutes and regulations regarding confidentiality of personal medical records as in the Cabinet.

Indemnification:

The collaborating parties shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract (b) any and all acts of the parties and or its Subcontractor(s) (c) the policies and procedures of the parties, specifically including all parties employment practices employed by the parties during the term of this or any prior Agreement with CHFS (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by the parties or any of the parties' employees or agents or Subcontractors (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by the parties or as a result of the express written request of CHFS or (f) the parties' failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the parties are a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability shall be limited to an award from the Board of Claims up to the jurisdictional amount.

CONTACT PAGE

1st Party contact:

Cabinet for Health and Family Services
Provider Relations
Office for Children with Special Health Care Needs
310 Whittington Parkway, STE. 200
502 429-4430
ocshcncontractinvoices@ky.gov

2nd Party contact:

Northern Kentucky District, First Steps Point of Entry
Lisa Conner
718 Columbus St.
Newport, KY 41071
(859)308-5963 ext. 11
l.conner@northkey.org

Barbara Sweeney
4900 Houston Road
Florence, KY 41042
(859)655-1196
(859)655-1198
barbara.sweeney@stelizabeth.com

3rd Party contact:

Ohio Valley Educational Cooperative Head Start
Tia Smith, Preschool Disability Consultant
PO Box 1249
100 Alpine Drive
Shelbyville, KY 40066
(502) 647-3533
tsmith@ovec.org

4th Party contact:

District Contact Information:

Larry Hammond
Superintendent
Gallatin County Public Schools
75 Boardwalk
Warsaw, KY 41095
larry.hammond@gallatin.kyschools.us

JoAnn McCaughan
Director of Special Education
Gallatin County Public Schools
25 Boaz Drive
Warsaw KY 41095
joann.mccaughan@gallatin.kyschools.us

ORIGINAL AGREEMENT

Approvals

This Memorandum of Understanding (MOU) is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

CHFS Signature:

Signature

Title

Printed Name

Date

Northern Kentucky Signature:

DocuSigned by:

Lisa Connor

27012B3AA28E4D6

Signature

Lisa Connor

Printed Name

First Steps Program Manager

Title

6/17/2021 | 1:23 PM EDT

Date

Northern Kentucky Signature:

Signature

Title

Printed Name

Date

OVEC Signature:

DocuSigned by:

Mark Elmore

E787C7AC7B8F457...

Signature

Mark Elmore

Printed Name

Chief operating officer

Title

6/17/2021 | 11:02 AM EDT

Date

OVEC Signature:

Signature

Title

Printed Name

Date

District Signature:

Signature

Title

Printed Name

Date

District Signature:

Signature

JoAnn McCaughan

Director of Special Education

Title

Printed Name

Date

Requesting Department's

Signature

Title

Printed Name

Date

Approved as to form and legality:

DocuSigned by:
Jessica Williamson 6/16/2021 | 1:46 PM PDT
4B93DE364E55434

Legal

DocuSigned by:
Wesley W Duke 6/16/2021 | 9:07 PM EDT
D58FF6B4FC274A6...