

Memorandum of Understanding (MOU)

**For OVEC Head Start, Jefferson County Public Schools
and
Rural KIPDA (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 "Department"

On Behalf Of

Office for Children with Special Healthcare Needs

Point of Contact

Ryan Northcutt, Purchasing Agent II
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
E-mail: ryan.northcutt@ky.gov

MEMORANDUM OF UNDERSTANDING

Between the
For OVEC Head Start, Jefferson County Public Schools
and
Rural KIPDA (Point of Entry) for Kentucky's Early Intervention System

And

Office for Children with Special Health Care Needs

This Memorandum of Understanding between **OVEC Head Start, Jefferson County Public Schools /Rural KIPDA** and the Commonwealth of Kentucky, Cabinet for Health and Family Services Office for Children with Special Health Care Needs (hereinafter referred to as "OCSHCN") **This early Childhood Interagency Transition Agreement is entered into by the Rural KIPDA District Kentucky Early Intervention System (KEIS), formerly First Steps Program, the Jefferson County Public Schools, and the Ohio Valley Educational Cooperative 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, 2023 through June 30, 2024

Purpose FOR BOTH PARTIES:

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

RESPONSIBILITIES:

A. Rural KIPDA KEIS 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 **KEIS** services to Early Head Start for possible Child Development services when appropriate;
- d. With parental consent, share information regarding the development of the **KEIS** 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 **KEIS** 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. With parent consent, Head Start staff will provide information related to the child's progress toward IFSP goals when requested.
 - iii. 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.
 - iv. 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 **KEIS**, 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 **KEIS** service providers in providing services to children with disabilities and their families;
- c. With parental consent, refer families who may qualify for **KEIS** 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 **KEIS** Service Coordinator to assist the family in receiving services from both programs;
- h. Provide training opportunities and technical assistance to **KEIS** program staff;
- i. Participate in the development of local Interagency Transition Agreements;
- j. With parent consent, **KEIS** will provide District and Head Start programs with a copy of the IFSP and Consent for Services;
- k. Coordinate with families and **KEIS** 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 **KEIS** service providers in providing services to children with disabilities and their families;
- c. With parental consent, refer families who may qualify for **KEIS** 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 **KEIS** Service Coordinator to assist the family in receiving services from both programs;
- h. Provide training opportunities and technical assistance to **KEIS** program staff;
- i. Participate in the development of local Interagency Transition Agreements;
- j. With parent consent, **KEIS** will provide District and Head Start programs with a copy of the IFSP and Consent for Services.
- k. Coordinate with families and **KEIS** 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. With parental consent, share information regarding the development of the Individual Education Plan with Rural KIPDA **KEIS** as the children exit the program.
- o. Provide parent support through education, individual and group meetings, conferences, home visits and trainings.
- p. 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, 2023 through June 30, 2024; however, either party 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 both parties.
- C. Both 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. Both 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. Both 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 either party 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 Contractor 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 Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by the Contractor 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 Contractor or any of the Contractor's 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 Contractor or as a result of the express written request of CHFS; or (f) Contractor failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is 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.

Either party may terminate this agreement with 30 days' written notice.

CONTACT PAGE

1st Party contact:

Cabinet for Health and Family Services
Kimberly Wigglesworth
Office for Children with Special Healthcare Needs
310 Whittington Pkwy, Ste 200
Louisville, KY 40222
502 429-4430
kwigglesworth@ky.gov

2nd Party contact:

Rural KIPDA District, KEIS Point of Entry
Ivy Alexander, OCSHCN Executive Director
KIPDA KEIS Point of Entry
Commission for Children with Special Health Care Needs
312 Whittington Pkwy Ste 020
Louisville, KY 40222
(502) 429-1249
ivy.alexander@ky.gov

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:

Rina Gratz,
Director of Early Childhood Programs
900 S. Floyd Street
Louisville, KY 40203
(502) 485-3486
Rina.Gratz@jefferson.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.

1st Party Signature (CHFS):

DocuSigned by:
Eric Friedlander
0AEA1B0015B0401...

Signature
Eric Friedlander

Printed Name

Secretary

Title
2/21/2023 | 1:08 PM EST

Date

OVEC Signature:

DocuSigned by:
Jason Adkins
70040004AA42474...

Signature
Jason Adkins

Printed Name

Chief Executive Officer

Title
2/21/2023 | 4:59 AM PST

Date

District Signature:

Signature

Printed Name

Title

Date

Department Signature:

DocuSigned by:
Ivanora O. Alexander
F747BDE2A025407...

Signature
Ivanora O. Alexander

Printed Name

Executive Director

Title
2/21/2023 | 12:09 PM EST

Date

Approved as to form and legality:

DocuSigned by:

David T. Lowy

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Legal