

**MEMORANDUM OF UNDERSTANDING REGARDING
SCHOOL AGE CHILD CARE GRANTEE AND TECHNICAL
ASSISTANCE VENDOR**

THIS MEMORANDUM OF UNDERSTANDING REGARDING SCHOOL AGE CHILD CARE GRANTEE AND TECHNICAL ASSISTANCE VENDOR is made and entered into effective as of July 1, 2020 through June 30, 2021 with a one-year renewal for a total of two (2) years at the State’s option, by and between _____ hereinafter called “**SACC GRANTEE**” and _____ hereinafter called “**TECHNICAL ASSISTANCE VENDOR**.”

RECITALS:

WHEREAS, the **TECHNICAL ASSISTANCE VENDOR** is an organization contracted with the **STATE OF INDIANA** to support school age programs;

WHEREAS, the **SACC GRANTEE** is an organization formed for the purpose of operating school age child care programs serving children ages 5-15;

WHEREAS, the **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** recognize that in consideration of the skills and values that each organization possesses, each organization has a unique and important role in the delivery of child care services to families;

WHEREAS, the **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** desire to enter into a cooperative agreement, and the **STATE OF INDIANA** and the **SACC GRANTEE** have entered into a contract for support of school age program set forth in this agreement;

WHEREAS, the **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR** agree the provisions contained herein will enable both organizations to more effectively and efficiently perform their respective responsibilities and will be beneficial to both organizations;

The organizations hereby agree that the following terms and provisions are incorporated by reference into this **MEMORANDUM OF UNDERSTANDING REGARDING SCHOOL AGE CHILD CARE GRANTEE AND TECHNICAL ASSISTANCE VENDOR**;

AGREEMENT

I. RESPONSIBILITIES

A. IN-QUALITY PROGRAM SELF-ASSESSMENT (IN-QPSA)

1. **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** shall attend each of three (3) scheduled webinars provided by the Indiana Afterschool Network (IAN).
2. **SACC GRANTEE** shall allow **TECHNICAL ASSISTANCE VENDOR** access to the results of the IN-QPSA through the IAN website or via email.

B. ACTION PLAN IMPLEMENTATION

1. **TECHNICAL ASSISTANCE VENDOR** shall, upon notification of completion of the IN-QPSA, reach out to the **SACC GRANTEE** to schedule a consultation.
2. **SACC GRANTEE** shall share with the **TECHNICAL ASSISTANCE VENDOR** the results of their self-assessment and work in collaboration with the **TECHNICAL ASSISTANCE VENDOR** for their support and knowledge of quality school age programs to implement procedures in the identified areas needing improvement.
3. **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** shall identify a timeline for implementation of Action Plans created as a result of the self-assessment and discuss supports needed from the **TECHNICAL ASSISTANCE VENDOR** to be successful in improving the quality of the program.

C. GENERAL

1. **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** shall collaborate to make quality improvements in the school age programs based on the results of the self-assessment and identified Action Plans.

II. AMENDMENT

This Memorandum represents the entire agreement between **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the **SACC GRANTEE** and **TECHNICAL ASSISTANCE VENDOR** may amend this Memorandum.

III. ASSIGNMENT

This Memorandum and all terms, conditions, rights, and duties herein shall be binding upon **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR** and they shall not assign or delegate this Memorandum or any portion thereof by operation of law or otherwise, or any monies due hereunder without the written consent of **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR**

IV. HOLD HARMLESS

SACC GRANTEE and the **TECHNICAL ASSISTANCE VENDOR** agree due to the beneficial nature of the Memorandum, each shall hold harmless the other and their respective officers, directors, agents and employees from and against all liability, claims, demands, and expenses, including court costs and attorney's fees, on account of any injury, loss, or damage which arise out of or in any manner connected with this Memorandum, to the extent such injury, loss, or damage is caused by or is claimed to be caused by the negligent acts or omissions of **SACC GRANTEE** or the **TECHNICAL ASSISTANCE VENDOR** or any officer, director, agent, or employee.

V. CONFIDENTIALITY

SACC GRANTEE and the **TECHNICAL ASSISTANCE VENDOR** agree to keep confidential all discussions, documents, negotiations, and communications. **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR** shall follow **STATE OF INDIANA** confidentially guidelines.

VI. SEVERABILITY

If any clause or provision of this Memorandum is illegal, invalid, or unenforceable under present or future laws effective during the term of this Memorandum, then and in that event it is the intention of **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR** hereto that the remainder of this Memorandum shall not be affected thereby.

VII. TERM

This **MEMORANDUM OF UNDERSTANDING REGARDING SCHOOL AGE CHILD CARE GRANTEE AND TECHNICAL ASSISTANCE VENDOR** between the **SACC GRANTEE** and the **TECHNICAL ASSISTANCE VENDOR** shall become effective as of **July 1, 2020** and shall remain in effect for a period of **ONE (1) YEAR** expiring **June 30, 2021** with a one-year renewal option for a total of two (2) years at the State’s option.

SACC GRANTEE

TECHNICAL ASSISTANCE VENDOR

By: _____

By: _____

Date Signed: _____

Date Signed: _____

SAMPLE