



**Kentucky Public Health**  
Prevent. Promote. Protect.

## Early Childhood Evaluation Sheet

City Name Lebanon  
County Name Marion County  
School Name Early Childhood Program  
District Name Marion County Schools  
Superintendent Name \_\_\_\_\_

### Program Aspects:

☒ Pre-K ☒ K ☐ 1<sup>st</sup> Grade ☐ 2<sup>nd</sup> Grade ☐ 3<sup>rd</sup> Grade ☐ 4<sup>th</sup> Grade

### Special Issues:

Severity of Drug Issue \_\_\_\_\_

Insight of Proposed Solution \_\_\_\_\_ focus on early childhood with emphasis on community partners collaboration\_

Use of Trademark Entities Second Step

### Parent Involvement: No

Direct \_\_\_\_\_ Frequency \_\_\_\_\_

### Additional Components:

☐ Physical Activity ☐ Nutrition ☐ Significant Preschool i.e. NAS

### Summary of Proposal (10-15 words):

To utilize grant to continue to support Birth to 5 partners in preparing all students for kindergarten specifically in self-help and social/emotional needs.

Amount of Funds Requested: \$40,000

Amount Approved: \_\_\_\_\_

**LOCAL HEALTH DEPARTMENT**  
**EARLY CHILDHOOD HEALTHY LIVING AGREEMENT**

Contract Section Number (Lead)   **18    302**

THIS CONTRACT, between            Lincoln Trail District Health Department  
(Health Department)            108 New Glendale Road, P.O. Box 2609  
   Elizabethtown, KY 42702-2609  
and                                    Marion County Board of Education  
(School District)                755 East Main Street  
   Lebanon, KY 40033

**WITNESSETH THAT:**

**WHEREAS**, the Health Department is assisting the KY Department for Public Health in implementing and executing an Early Childhood Healthy Living program;

**WHEREAS**, the School District, is available, willing, and qualified to perform and execute the program;

**NOW, THEREFORE**, the School District agrees to perform the following described services, which are hereinafter described in detail as follows:

The school district will implement within the identified schools the early childhood healthy living program outlined in the attached response to the Kentucky Department for Public Health call for early childhood healthy living proposals.

The health department shall provide \$40,000.00 to the school district within thirty days of receipt of funds from the Kentucky Department for Public Health for the purpose of implementing the proposed early childhood healthy living program.

The school district shall implement no later than the beginning of the 2017/2018 academic school year the program(s) outlined in the attached proposal submitted to the Kentucky Department for Public Health in response to a call for early childhood healthy living proposals from Kentucky's public-school districts.

**Payment Requirements:** Payment is based on the approved project budget set forth in the attached proposal and will be paid on a lump sum basis within thirty days of the receipt of the funds from the Kentucky Department for Public Health following execution of contract with the school district.

**LOCAL HEALTH DEPARTMENT**  
**EARLY CHILDHOOD HEALTHY LIVING AGREEMENT**

**Reporting Requirements:** A mid-year and end-of-year report shall be prepared and submitted utilizing the attached reporting template by January 31, 2018 and July 31, 2018, respectively to:

Gary Faulkner, Chief of Staff  
Commissioner's Office  
Kentucky Department for Public Health  
Frankfort, KY 40621  
Phone: (502) 564-3970  
Fax: (502) 564-2626  
Email: [gary.faulkner@ky.gov](mailto:gary.faulkner@ky.gov)

The school district agrees to abide by the rules and regulations regarding the confidentiality of 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. Any subcontract entered by the Contractor as the result of this agreement shall mandate that the subcontractor is required to abide by the same statutes and regulations regarding confidentiality of personal medical records as is the Contractor.

The school district agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d 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, sex, 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.

**Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d)**, provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (*Lau v. Nichols*, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP)** persons because such conduct constitutes national-origin discrimination. On August 11, 2000, Executive Order 13166 was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

All referred statutes, regulations, and policies are adopted and incorporated by reference as part of this contract. The parties to this contract acknowledge inclusion of those statutes, regulations, and policies and each party is responsible to review, be aware of, and comply with the referred statutes, regulations, and policies.

The school district is responsible to maintain its own liability insurance and/or professional liability insurance; workers' compensation insurance; and wage/salary and benefits program for the school district's employees that is compliant with all Federal and State laws. Proof of insurances is to be provided to the Health Department.

**LOCAL HEALTH DEPARTMENT**  
**INDEPENDENT CONTRACTOR AGREEMENT**

- 1) The term of this agreement is July 1, 2017 through June 30, 2018.
- 2) The total payment made under the terms of this contract shall not exceed \$40,000.00.
- 4) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 5) The school district certifies that no officer, stockholder, partner or owner is a member of the governing board of health of the Health Department nor an employee of the Health Department and that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 6) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

**HEALTH DEPARTMENT:**

Sara Jo Best  
Sara Jo Best, Director  
Lincoln Trail District Health Department

7-27-17  
Date

**SCHOOL DISTRICT:**

Taylor Schlosser  
(SIGNATURE OF AUTHORIZED AGENT)  
Taylor Schlosser  
(PRINT OR TYPE NAME OF AUTHORIZED AGENT)  
Taylor Schlosser, Superintendent  
Marion County Schools

7/31/17  
Date