

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

Contract Section Number (Lead)	19	310	270	33
Third-Party Billing is responsibility of contractor				N/A

THIS CONTRACT, between Northern Kentucky Independent District
(Health Department) Health Department

8001 Veterans Memorial Drive

Florence, KY 41042

and Boone County Board of Education
(Contractor)

8330 US Highway 42

Florence, KY 41042

is effective September 1, 2018 and ends June 30, 2019.

WITNESSETH THAT:

WHEREAS, the Health Department, in the exercise of its lawful duties has determined that Pediatric Abusive Head Trauma (PAHT) and Safe Sleep educational services are essential to the operation of the Health Department in fulfilling its legal responsibilities;

WHEREAS, the Contractor, is available, willing, and qualified to perform these services.

NOW, THEREFORE, the Contractor agrees to perform the following described services, which are described in detail as follows:

The Contractor shall implement the Health Department PAHT and Safe Sleep curriculum for high school students in all four high schools in the Contractor's district.

Background

Kentucky House Bill 285 was passed in 2010 and requires foster parents, health care workers, child protection officials, day care employees and others who work with children be trained to recognize and prevent pediatric abusive head trauma (PAHT). The law encourages Kentucky high schools to include a segment during a student's final year of study that would concentrate on prevention of PAHT.

The Health Department, working in conjunction with an advisory board (Appendix A), has developed a PAHT and a Safe Sleep for Infants curriculum and seeks to implement the program in Kentucky high schools. This curriculum represents a best practice model and contains a PowerPoint presentation, pre/post tests and an evidence-informed resource list. This curriculum shall be made accessible as an online toolkit and shall be reviewed every two years for revisions.

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Scope of Work

The Health Department agrees to:

1. The Health Department staff will present the PAHT and Safe Sleep curriculum and materials to a class in each of the four high schools.
2. Provide each participating school with materials for the implementation of the PAHT and Safe Sleep curriculum for the 2018-2019 school year.

The Contractor agrees to:

1. Implement PAHT and safe sleep training in high school course with signature of contract as commitment.
2. Schedule a date and time for Health Department staff to present the Pediatric Abusive Head Trauma/Safe Sleep curriculum and materials to a class in each of the four high schools. Classroom teachers shall observe for purposes of using to teach curriculum in future school years. Family Resource Youth Service Coordinators, school nurses and other staff as assigned may observe for purposes of using to teach curriculum in future school years.
3. Include the curriculum and materials provided by the Health Department in current high school course material with advance review and approval in a timeframe that is agreeable to both parties.
4. Have teachers prepare classroom students at least one week in advance as subject material can be potentially sensitive and upsetting.
5. Permit the Health Department to provide and collect pre and post tests to students during the class presentation.
6. Upon project completion, provide completed teacher evaluations containing staff feedback on curricula, implementation of program, and plan to include curriculum in high school course materials for future school years. Evaluation form to be provided by the Health Department.

Compensation/Billing

The Health Department shall pay the Contractor \$100 per each high school implementing the curriculum for a total amount not to exceed \$400. Funds may not be used for the purchase of food but may be used for teacher time or supplemental classroom materials to enhance student learning.

The Contractor shall submit an itemized invoice upon completion of classroom teaching and include completed teacher evaluations. The Health Department shall remit payment within 30 days of receipt of invoice.

Other Terms and Conditions

The Contractor 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 and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. 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 Contractor 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.

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

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1) This Payment made under the terms of each section of this contract shall not exceed:

<u>Contract Section #</u>	<u>Amount</u>	<u>Contract Section #</u>	<u>Amount</u>
19-310-270-33	\$400.00		

- 2) For the services described in this contract, the Health Department agrees to pay the Contractor in the following manner, as specified in the contract, payable upon receipt of appropriate billing.
- 3) The total payments made under the terms of this contract shall not exceed \$400.00.
- 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 Contractor is an independent contractor. There is no intention by the parties to the contract to form or create an employer-employee relationship, and it is agreed that an employer-employee relationship does not exist. The Health Department is not responsible for withholding of any taxes or FICA, providing workers' compensation insurance, liability insurance, or any other form of benefits for or to the Contractor.
- 6) The Contractor 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.
- 7) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

HEALTH DEPARTMENT:

Lynne M. Saddler, MD, MPH
(SIGNATURE OF AUTHORIZED AGENT)
Lynne M. Saddler, MD, MPH, District Director of Health
Northern Kentucky Independent District Health Department

9-27-18
(DATE SIGNED)

CONTRACTOR:

(SIGNATURE OF AUTHORIZED AGENT)
Boone County Board of Education

(DATE SIGNED)

(NAME AND TITLE OF AUTHORIZED AGENT)

(DATE SIGNED)

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Appendix A

Advisory Board Listing:

1. Jan Bright RN, BSN, Manager, Division of Child Care, Child and Family Health Improvement Branch
2. Mary Burch, RN, Health Coordinator, Erlanger-Elsmere School District
3. Ashley M. Bush, DrPH, MPH, Kentucky Violence Injury Prevention Program (KVIPP), Kentucky Injury Prevention and Research Center
4. Carol Carson, Child Care Health Consultant, WEDCO District Health Department
5. Holly Clendenin, RN, CCHC TA, Lexington-Fayette County Health Department
6. Melissa L. Currie, MD University of Louisville School of Medicine, Kosair Charities Division of Pediatric Forensic Medicine
7. Emily Eismann, MS, Program Specialist, Mayerson Center for Safe and Healthy Children, Cincinnati Children's Hospital Medical Center
8. Joel Griffith, MA, Director of Programs and Services, Prevent Child Abuse Kentucky
9. Susan Guthrie, RN, BSN, Child Care Health Consultation, Northern Kentucky Health Department
10. Betty Pennington, MA, Program Manager, Division of Family Resource and Youth Services Centers, Region 4
11. Steve Sparrow, Kentucky Safety Prevention Alignment Network Program Coordinator, Kentucky Injury Prevention and Research Center (KIPRC)
12. Sasha Taylor, MS, CHES, CDC Public Health Associate at KIPRC
13. Annette Wallace, RN, BSN, Child Fatality Review, Northern Kentucky Health Department
14. Peggy Williford, RN, MSN, Health Science Program Consultant, Kentucky Department of Education