

LOCAL HEALTH DEPARTMENT
MEMORADUM OF UNDERSTANDING

THIS MOU, between
(**Health Department**)

Green River District Health Department
1501 Breckenridge Street
Owensboro, KY 42303

and

(**Contractor**)

Webster County Schools
28 State Route 1340
Dixon, KY 42409

is effective July 1, 2019 ends June 30, 2020.

WITNESSETH THAT:

This Agreement, by and between the Contractor and the Health Department, signifies both parties are desirous of participating in the Department of Public Health/Teen Outreach Program to furnish education to students enrolled at the Webster County Schools.

PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding is clearly identify the roles and responsibilities of each party as they relate to the implementation of Teen Outreach Program (TOP) Clubs by the Local Health Department/District through local schools.

Both parties of this agreement will ensure that the program activities are conducted with the fidelity to the TOP program curriculum and guidelines of that approval is obtained from DPH/DWH before any adaptations are implemented.

Funding for this opportunity is through the Green River District Health Department.

BACKGROUND

TOP is an evidence based preventive program with specific mental health applications by strengthening resiliency and promoting self-efficacy, healthy behaviors, life's skills and sense of purpose. TOP has national and rigorous evaluation in scientifically deigned research groups over the multiple years.

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RESPONSIBILITIES of Green River District Health Department (GRDHD)

Green River District Health Department agrees to provide oversight of TOP program and training of a Certified TOP Facilitator to enact the program. Green River District Health Department agrees to allow new educators to be trained in the TOP curriculum within the first year of teaching.

Green River District Health Department agrees to provide support to assure fidelity standards are addressed and met.

Green River District Health Department will provide supplies as appropriate and curriculum materials to TOP clubs, including travel expenses and facilitators for the following sites: Providence Elementary and Sebree Elementary.

Green River District Health Department has the right to terminate this Memorandum of Understanding upon thirty (30) days' written notice to the other party by hand delivery or U.S. Mail explaining the reasons for the termination.

RESPONSIBILITIES Webster County Schools (WCS)

1. Webster County Schools agrees to implement the TOP program with fidelity to the process described in the training manual called "Following the TOP Approach", including but not limited to:
 - a. Operating for a minimum, of nine (9) months per year, meeting at least weekly (minimum of 25 meetings per school year) utilizing lesson plans from the TOP curriculum.
 - b. Maintaining at least one (1) Certified Facilitator per TOP Club. One Certified Facilitator may be responsible for more than one club as long as the clubs do not meet at the same time.
 - c. Organizing and implementing community service learning of at least 10 hours/school semester (20 hours/year) for each youth enrolled.
2. WCS agrees to only use Certified Facilitators to deliver the TOP Club curriculum, any modifications to these fidelity standards must be addressed by Green River District Health Department.
3. WCS agrees to limit enrollment of students to not more than 25 students per TOP Club Facilitator or a second adult will be added to provide support to the TOP Club Facilitator. Top training is required for second adult.
4. WCS agrees to allow the DPH/DWH Adolescent Health Initiative coordinator or designee to make site visits to evaluate the TOP Program and provide technical assistance as needed.
5. WCS agrees to accept no payment from any student or their parents/guardians for TOP education or any other services.
6. WCS agrees that the Certified TOP Club Facilitators will report on the TOP Program quality and effectiveness using the tools provided as requested by the DPH/DWH and the Federal guidelines set forth by HHSD, including but not limited to pre/posttest and surveys.
7. WCS agrees to survey students at the beginning and end of the school year (pre/posttest and survey). These surveys will compare dropout rates and pre-program data on teen pregnancy, course failure and school suspension with after program results. The end of year youth report will include process data about TOP Club experience. The data required for TOP surveys shall be submitted to Green River District Health

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Department TOP Coordinator.

8. WCS agrees to provide a space or location for at least one (1) club, for at least 25 students or applicable club size.
9. WCS agrees to support TOP Program in their school.
10. WCS agree to provide transportation, when appropriate, to facilitate students' ability to attend TOP Club activities. WCS agrees to invoice GRDHD for travel expenses incurred by Providence Elementary and Sebree Elementary TOPS Clubs.
11. WCS has the right to terminate this Memorandum of Understanding upon thirty (30) days' written notice to the other party by hand delivery or U.S. Mail explaining the reasons for the termination.

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.

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- 1) 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).
- 2) 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.
- 3) 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.
- 4) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)
Clayton Horton, Public Health Director

Date

CONTRACTOR:

(SIGNATURE OF AUTHORIZED AGENT)

Date

(PRINT OR TYPE NAME OF AUTHORIZED AGENT)
Webster County Schools