



Issue Paper

DATE:

August 9, 2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve Fort Wright Elementary's request to receive the REACH grant and fulfill the contractor agreement with the Northern Kentucky Health Department for the 2021-22 school year.

APPLICABLE BOARD POLICY:

01.1 – Legal Status of the Board

HISTORY/BACKGROUND:

The REACH grant is a 2 year process in which Fort Wright Elementary develops an action plan in the areas of Safety and Physical Activity. The school will receive payments two times per school year for the year for a total of \$2,375. These funds will be used to implement the action plans in cooperation with the Northern Kentucky Health Department.

FISCAL/BUDGETARY IMPACT:

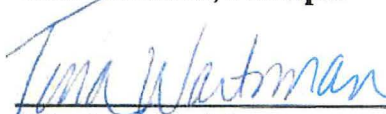
None

RECOMMENDATION:


Approval to receive the REACH grant and fulfill the contractor agreement with the Northern Kentucky Health Department for the 2021-22 school year.

CONTACT PERSON:

Tina Wartman, Principal


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

Contract Section Number (Lead) **22 310 270 22**

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 Ft. Wright Elementary
(Contractor)

501 Farrell Dr

Covington, KY 41011

is effective July 1, 2021 and ends June 30, 2022.

WITNESSETH THAT:

WHEREAS, the Health Department, in the exercise of its lawful duties has determined that Coordinated School Health 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

Hereinafter described in detail as follows:

CONTRACT DESCRIPTION:

The Contractor is to implement a Coordinated School Health program (REACH Project).

Background of the Coordinated School Health Program

Resources for Education to Achieve Coordinated Health Team (REACH) is a coalition of school representatives and professional organizations that link people with resources to achieve and maintain a healthier community through coordinated school health. By focusing on training, exchanging ideas and information, increasing access to services and advocating, members promote coordinated school health.

Coordinated school health is about keeping students healthy over time, reinforcing positive health behaviors throughout the school day, and making it clear that good health and learning go hand in hand. The Health Department's coordinated school health program staff is trained to provide technical assistance with a variety of health education curricula and programming. In addition, the Health Department can provide technical assistance with the implementation of Kentucky instruction documents, including Core Content for Assessment and Program of Studies.

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

BACKGROUND

The Northern Kentucky Health Department, with funding from the Kentucky Department of Public Health, works with schools through the Coordinated School Health model. The Reach For Excellence in School Health (REACH) conference and Health Department incentive funds have been an opportunity to provide schools in the health department's service area with resources to implement evaluated health curricula or health promotion strategies focusing on the areas of physical activity, nutrition, tobacco prevention and cessation, and social and emotional health. As part of a continual quality improvement process, a team of Health Department staff was formed in 2010 to look at strategies to improve the REACH program and thus, help schools create sustainable, healthier school environments.

REACH PROJECT OVERVIEW

Four schools will serve as project sites for the proposed redesigned REACH program. The project period spans two years in which a team at each school will complete the School Health Index assessment with your team, develop an action plan based on the results from the School Health Index (that includes at least one policy and one environmental change), implement the action plan, and evaluate the impact of the action plan strategies as well as the overall project. Participating schools will receive a \$1,187.50 incentive at four time points in the project, for a total of \$4,750.00 per school for the two year project period. Funds are to be used for health-related policy and environmental changes at each participating school.

PROVIDER CREDENTIALS:**REACH Project Expectations:**

To receive the full \$4,750.00 incentive schools are required to complete the following components of the REACH project:

- Submit a letter of commitment from principal with project team members identified. At minimum, the project team must include the following members: principal, SBDM member, parent, school nurse, and a student. Team members can only serve in one role (ex. the principal is not permitted to serve as the SBDM representative).
- Sign project Memorandum of Agreement (MOA is the contract).
- Attend the School Health Index training. The principal, SBDM member, school nurse, and parent from the project team must attend the training.
- Complete the web-based version of the assigned modules of the School Health Index as outlined in the training. Health Department staff must be given access to the SHI account, so they can best assist schools in this process.
- Attend the Action Plan training. The principal, SBDM member, school nurse, and parent from the project team must attend the training.
- Develop two action plans with at least three strategies: one strategy must be a policy and one must be an environmental change. School health areas addressed in this project include: nutrition, physical activity, tobacco, and/or unintentional injury/violence. Participating schools will focus on two school health areas during this project.
- Implement action plan.
- Complete the web-based version of the School Health Index in year two to measure progress.
- Complete assessments and evaluations throughout the project period as requested.
- Submit invoices and evidence of policy and environmental changes (i.e. photos and policies) to the Northern Kentucky Health Department throughout the process.

Project Deliverables

The Health Department will provide the following for schools selected to participate in the project:

- Provide educational materials on policy, systems, and environmental change.
- Host School Health Index training and Action Plan training.

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

- Provide ongoing training and technical assistance to participating school sites with each project component. Health Department staff will attend at least one meeting of each project team.
- Provide \$1,187.50 incentive to participating schools at the completion of each project point, for a total incentive of up to \$4,750.00 per school.* Schools that do not complete the entire two year project will be required to return any funds that were previously issued, as well as forfeit future funds.

* Funding in year two of the project is contingent on the Health Department budget.

Timeline

- Schools submit letter of commitment: October 2019
- Schools submit signed MOA: November 2019
- School Health Index training: November 2019
- Complete School Health Index: November 2019 – December 2019
- NKHD reviews School Health Index results: January 2020
- Action Plan training: February 2020
- First financial incentive disbursed: February 2020
- Project teams develop action plan: February 2020 – April 2020
- NKHD reviews action plans with teams (site visits or virtual meetings and pre-photos): April 2020
- Second financial incentive disbursed: May 2020
- Implement action plan: May 2020 – May 2022
- NKHD review Action Plan implementation/site visits or virtual meetings: September 2021 – November 2021
- Regular check-ins and school project team meetings: February 2022 – May 2022
- Third financial incentive disbursed: February 2022
- Complete School Health Index (2nd time) to measure progress: March 2022 – April 2022
- Completion of action plan activities and overall project (i.e. post-photos, environmental changes and policy changes): April 2022
- Fourth financial incentive disbursed: May 2022

COMPENSATION/PAYMENT:

Budget:

Incentive funds are provided to participating schools for both their participation in the REACH project and implementation of their project expectations. Participating schools are required to submit an invoice upon completion of each of the four project points during the project cycle in \$1,187.50 increments each:

- \$1,187.50 – Completion of the School Health Index in Year 1 (by 12/31/20)
- \$1,187.50 – Develop action plan (by 4/30/20)
- \$1,187.50 – Implement action plan (by 4/30/22)¹
- \$1,187.50 – Complete School Health Index in Year 2 (by 5/31/22)¹

¹ Funding in year two of the project is contingent on the Health Department budget and is to be included in separate contract for 2021-2022 school year.

Procedures and supply items that are incidental and integral to procedures are included in a base payment rate and shall not be billed separately.

The Contractor shall provide an itemized invoice upon completion at each phase of the REACH project cycle and shall receive payment no later than 30 days upon receipt of invoice from the Health Department. Invoice details are to reference the contract number, specify the program being implemented and itemize the project points completed for each phase of the project.

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

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. 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.

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.

LOCAL HEALTH DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT

- 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>
22-310-270-22	\$2,375.00		

- 2) For the services described in this contract, the Health Department agrees to pay the Contractor in the following manner, upon completion at each phase of the REACH project cycle, payable upon receipt of appropriate billing.
- 3) The total payments made under the terms of this contract shall not exceed \$2,375.00.
- 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 or 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

05/19/2021

(SIGNATURE OF AUTHORIZED AGENT)

(DATE SIGNED)

Lynne M. Saddler, MD, MPH, District Director of Health
 Northern Kentucky Independent District Health Department

CONTRACTOR:

(SIGNATURE OF AUTHORIZED AGENT)

(DATE SIGNED)

[FIRST AND LAST NAME], Principal
 [SCHOOL NAME]

And

(SIGNATURE OF AUTHORIZED AGENT)

(DATE SIGNED)

[FIRST AND LAST NAME], Superintendent
 [SCHOOL DISTRICT NAME]