LHD Contract Code:

THIS CONTRACT, between

(**First Party**) *{****NAME OF CORRECTIONAL FACILITY****}*

*{Address}*

*{City, State, Zip Code}*

and  **{NAME OF *HEALTH DEPARTMENT}***

(**Health Department**) *{Address}*

*{City, State, Zip Code}*

is effective Start Date and ends No later than final day of FY.

**WITNESSETH THAT:**

WHEREAS, incarcerated persons are to be provided access to and payment for necessary health care services under **KRS 441 Jails and County Prisoners;**

1. The **Health Department** agrees to:
2. Provide services, within the Health Department employees’ scope of practice, requested by the First Party for inmates which have been determined as “necessary care” as defined by Kentucky Revised Statue (KRS) 441.045(10) and applicable Kentucky Administrative Regulations (KARs);
3. Upon request of First Party, provide communicable disease testing or other clinical services. The Health Department reserves the right to decline or defer to another provider if the Health Department determines the patient is in need of more specialty treatment or care not available at the Health Department.

* Communicable disease testing is defined as sexually transmitted disease or tuberculosis testing.
* Communicable disease lab specimens may be collected as part of a service received at the First Party’s site or at the Health Department.
* Upon abnormal or positive results of communicable disease testing or other clinical service testing, the First Party shall be responsible for further follow-up care for the inmate and costs. The Health Department will be available for any needed coordination of services.

1. Provide services in accordance with the Administrative Reference for Local Health Departments in Kentucky, Kentucky Core Clinical Service Guide, Department for Public Health Policies & Procedures, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department Policies & Procedures, state and federal laws;

4. Receive authorization for specific services from the First Party prior to delivery of said services;

1. Assure that services are provided by qualified and/or certified personnel or agents of the Health Department.

6. Provide the agreed upon services at a pre-designated site;

1. Document all medical information and, with a signed Authorization for Use and Disclosure

of Patient Health Information, provide said information to the First Party;

1. Retain the medical records, with original documents, for services provided by the Health

Department in accordance with the Retention Schedule (web-link), Kentucky

Administrative Reference for Local Health Departments, Medical Records Management

Section;

1. Ensure confidentiality of all medical services provided in accordance with state and federal HIPAA laws and regulations;
2. Bill the First Party, no less than the current KY Physician’s Medicaid rates as per the date services are rendered (refer to KRS 441.045). Rates shown on the tables located in Section III are current as of January 2016. Please refer to the following website for rate changes [**http://chfs.ky.gov/dms/fee.htm**](http://chfs.ky.gov/dms/fee.htm)**.**

Only agreed upon services provided by the Health Department should be billed to the First Party by the Health Department. Related services provided by entities/providers, outside the Health Department, would be the responsibility of those entities for billing provided services to the First Party. (Such as: in-patient, out-patient, labs, diagnostic tests, etc. provided by a hospital or outpatient clinic should be billed directly to the First Party by those entities.)

1. **List of frequently used medical service codes**, but not limited to:

|  |  |
| --- | --- |
| 99201 (New pt. Brief office visit) | $ 29.66 |
| 99211 (Est. pt. Brief office visit) | $ 16.98 |
| 99212 (Est. pt. Limited office visit) | $ 31.08 |
| 86580 (PPD – TB skin test) | $ 6.95 |
| Other services provided and not listed above should be billed at the current KY Physician’s Medicaid rate as of the date of service. | |

The **First Party** agrees to the following:

1. Request transfer arrangements for a positive pregnancy test in accordance with KRS 441.560 and all applicable KARs;
2. 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.
3. 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)."

1. To pay the Health Department in the following manner - thirty (30) days payable upon receipt of appropriate billing for the services described in this contract,
2. That Parties to this contract 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).

The Health Department certifies 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) That either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

**FIRST PARTY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SIGNATURE OF AUTHORIZED AGENT) DATE

**HEALTH DEPARTMENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SIGNATURE OF AUTHORIZED AGENT) DATE

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***{XYZ}*  HEALTH DEPARTMENT**