LHD Contract Code:

THIS CONTRACT, between

(**First Party**) *KY Fire Commission (KCTCS)*

 *118 James Court*

 *Lexington, KY 40505*

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, the First Party assures Hepatitis A and Hepatitis B vaccine services are provided to firefighters as defined by KRS 95A.262;

1. The **First Party** agrees to the following:
2. For the services described in this contract, the First Party agrees to pay the Health Department in accordance with the personal health services described in Part II of this agreement.
3. Payment for services rendered will be remitted to the Health Department within thirty (30) days payable upon receipt of appropriate billing, to include appropriate vouchers.

The First Party 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.

The First Party 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)."

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).

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.

1. The **Health Department** agrees to upon receipt of an approved voucher:
2. Assess the firefighter(s) for Hepatitis A and Hepatitis B vaccination status;
3. Provide the Hepatitis A and Hepatitis B vaccine series to the firefighter(s), as needed, from available stock;
4. Provide Hepatitis A and Hepatitis B vaccination services upon authorized signatures for informed consent for said services;
5. Document all medical information and, with a signed Authorization for Use and Disclosure of Patient Health Information, provide said information to the First Party;
6. 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, Medical Records Management Section;
7. Ensure confidentiality of all medical services provided in accordance with state and federal HIPAA laws and regulations;
8. Provide the agreed upon services on site or another designated site;
9. Provide the Hepatitis A and Hepatitis B vaccination(s) with a total charge per dose determined by the 1) actual purchased cost of the **vaccine(s)** and 2) the **administration** of the vaccine(s) at $23.00 as determined by the resource-based relative value;
10. Provide all services in accordance to the Administrative References for Local Health Departments in Kentucky, Kentucky Clinical Service Guide, Department for Public Health Policies and Procedures, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department Policies and Procedures, state and federal laws;
11. Assure that qualified and/or certified personnel or agents of the Health Department provide services.
12. Bill the First Party on a **quarterly basis** and enclose the appropriate voucher(s) with the billing statement.

Either Party shall have the right to terminate this contract at any time upon thirty (30) days written notice to the other Party.

**FIRST PARTY:**

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

(SIGNATURE OF AUTHORIZED AGENT) DATE

**KENTUCKY FIRE COMMISSION**

**HEALTH DEPARTMENT:**

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

(SIGNATURE OF AUTHORIZED AGENT) DATE

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***{XYZ}*  HEALTH DEPARTMENT**