Contract Section Number (Lead) **FY** **HID** **MO** **ID**  Third-Party Billing is responsibility of contractor Y/N

THIS CONTRACT, between {Enter Department Name}

Health Department

(**Health Department**)

{Enter Department Address}

 {Enter Department City}, KY {Enter Department Zip}

and {Enter Contractor's Name}

 (**Contractor**)

 {Enter Contractor's Address}

 {Enter Contractor's City}, {Enter Contractor's State} {Enter Zip}

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

**WITNESSETH THAT:**

WHEREAS, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department, in the exercise of its lawful duties has determined that lactation support 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:

The contractor will serve as a referral source for lactation support for WIC Breastfeeding Peer Counselors Program. The contractor may provide other breastfeeding support services including follow-up for issuance of nipple shields and breast pumps and provide lactation support for WIC clients with complex breastfeeding problems.

**Provider Credentials:** The Designated Breastfeeding Expert (DBE)/Lactation Specialist (LS) is a Registered Dietitian or Nurse ( RN or LPN) that holds the credential of either an International Board Certified Lactation Consultant, (IBCLC), Certified Lactation Counselor, (CLC), or Certified Lactation Specialist, (CLS).

**Scope of Work:** The Designated Breastfeeding Expert/Lactation Specialist will be available to provide lactation management and support services for participants of the Breastfeeding Peer Counselor Program when the client is experiencing issues which are outside the scope of practice for the paraprofessional Breastfeeding Peer Counselor. The Lactation Specialist will provide follow-up for issuance of nipple shields and breast pumps and provide lactation support for WIC clients with complex breastfeeding problems. Additionally the Lactation Specialist may provide in-service education on lactation for local agency staff.

**Qualifications:**

A Designated Breastfeeding Expert/Lactation Specialist must meet all of the following listed qualifications:

1. Is a health professional (RD, RN, or LPN) that holds current certification as IBCLC, CLC, or CLS;
2. Is a breastfeeding advocate;
3. Has a telephone and is available to accept referrals outside the usual clinic hours;
4. Has reliable transportation and a valid driver’s license;
5. Possess good customer service skills, relating to persons of diverse ethnic and cultural backgrounds, and communicating in a professional, courteous, and tactful manner; and
6. Is able to remain calm and exercise judgment in unusual or stressful situations.
7. Optional: bilingual in English and Spanish.

**Scope of Work:**

The Designated Breastfeeding Expert/Lactation Specialist will:

1. Obtain USDA required Breastfeeding Curriculum training.
2. Receive referrals from Breastfeeding Peer Counselors for clients who are experiencing complex maternal and infant breastfeeding problems beyond their scope of practice.
3. Provide timely follow-up services by telephone, home visits, WIC clinic visits, and/or hospital visits. The follow up may occur outside of the normal hours of clinic operations.
4. Assess breastfeeding situations and provide counseling to mothers.
5. Follow the scope of practice as identified by credentialing organization and guidance in the WIC and Nutrition Manual.
6. Maintain and protect the confidentiality of each client.
7. Accept breastfeeding referrals in accordance with the guidelines in the WIC and Nutrition Manual and the Breastfeeding Peer Counselor protocols.
8. Document services in the medical record in accordance with the guidelines in the Medical Records Management section of the Administrative Reference, WIC and Nutrition Manual and the Breastfeeding Peer Counselor protocols.
9. Codes clinical or community services on the appropriate reporting or billing form in order for the local agency to receive reimbursement for services.
10. Coordinate continued follow- up of the client with the Peer Counselor
11. Assist the Breastfeeding Peer Counselor Supervisor in providing ongoing breastfeeding training for Peer Counselors.
12. Mentors or assists in mentoring Peer Counselors through shadowing opportunities and ongoing guidance.
13. In conjunction with the Breastfeeding Coordinator, provides breastfeeding training and in-service education for local agency staff, and in-service education for hospital staff and local health care professionals.
14. Records and collects data as required by the State or local agency.
15. Maintains credentials and breastfeeding knowledge and skills through continuing education as required by credentialing organization (minimum of 4 hours of continuing education in breastfeeding management or promotion each year).
16. Optional: Provide breastfeeding classes and support groups for pregnant and breastfeeding mothers.
17. Optional: Assist in conducting outreach with community organizations to promote WIC breastfeeding and peer counseling services.
18. Optional: Provides follow-up contacts to WIC clients that were issued nipple shields and breast pumps from local agencies.
19. Optional: Provides follow-up lactation support and education to WIC clients with complex breastfeeding problems.

The Designated Breastfeeding Expert/Lactation Specialist will not bill or charge clients for services separately from the Local Health Department billing procedures. When the service is a referral from the Breastfeeding Peer Counselor Program the service is free to the WIC pregnant and breastfeeding women.

{The terms of the contract must indicate if the contractor may bill the patient or other third-party payer for any part of the services provided under this contract.} Procedures and supply items that are incidental and integral to procedures are included in a base payment rate and shall not be billed separately.

Compensation/Payment: The Designated Breastfeeding Expert/Lactation Specialist will be paid at $\_\_\_\_\_ per hour. It is expected that her hours will be part-time 100 or full time. Travel reimbursement will be made according to the current state rate.

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.

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

 **Contract Section #** **Amount** **Contract Section #** **Amount**

|  |  |  |  |
| --- | --- | --- | --- |
| {Section Number} | {Section Value} | {Section Number} | {Section Value} |

|  |  |  |  |
| --- | --- | --- | --- |
| {Section Number} | {Section Value} | {Section Number} | {Section Value} |

|  |  |  |  |
| --- | --- | --- | --- |
| {Section Number} | {Section Value} | {Section Number} | {Section Value} |

1. For the services described in this contract, the Health Department agrees to pay the Contractor in the following manner, {Enter payment time period.} payable upon receipt of appropriate billing.

3) The total payments made under the terms of this contract shall not exceed ${Enter Contract Value}.

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:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {Enter Date Signed}

(SIGNATURE OF AUTHORIZED AGENT)

{Enter Health Department Name}

**CONTRACTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {Enter Date Signed}

(SIGNATURE OF AUTHORIZED AGENT)

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

(PRINT OR TYPE NAME OF AUTHORIZED AGENT)

{Enter Vendor Name}