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.

WHEREAS, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department, in the exercise of its lawful duties has determined that individual Medical Nutrition Therapy (MNT) services and/or group MNT services are essential to the operation of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department in fulfilling its legal responsibilities. The Dietitian may provide basic nutrition, WIC certification, nutrition and breastfeeding services, and community nutrition, as appropriate.

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:

PROVIDER CREDENTIALS: The Registered Dietitian (RD)/Registered Dietitian Nutritionist (RDN) will have the following credentials:

Be licensed as a Licensed Dietitian (LD) by the Kentucky State Board of Licensure and Certification

as provided in KRS 310.021.

SCOPE of WORK: The RD/RDN will:

1. Assess basic nutrition status of individual using medical history, anthropometric, biochemical, clinical, dietary, cultural, ethnic and socioeconomic data in compliance with the WIC and Nutrition Manual and Academy of Nutrition and Dietetics practice guidelines.

2. Develop a nutrition care plan appropriate for each client or client group according to the Academy of Nutrition and Dietetics Nutrition Care Manual and the WIC and Nutrition Manual.

3. Document services in the medical record according to guidelines in the Administrative Reference and the WIC and Nutrition Manual.

4. Write reports to document and communicate program activities, as appropriate.

5. Code clinical or community services on the appropriate reporting or billing form in order to receive reimbursement for services.

6. Adhere to Local Health Department policies in regard to confidentiality.

7. Follow Local Health Department policies in regards to human resource procedures (e.g., dress codes, etc.).

8. Maintain credentials as outlined by the Kentucky State Board of Licensure and Certification, as provided in KRS 310.021.

The RD/RDN will receive training that will include at a minimum:

1. Provision of basic nutrition services guidelines, MNT guidelines, documentation and coding information.

2. Special formula training for the WIC Program, as needed.

3. Appropriate referral guidelines for local area services and within the Administrative Reference and the WIC and Nutrition Manual.

The RD/RDN will not bill or charge clients for her services separately from the Local Health Department billing procedures.

{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.

Attach Medicaid Statement of Authorization (CH-55) for each medical provider under a contract that is billable to Medicaid.

{COMPENSATION/PAYMENT: The contractor will be paid at $\_\_\_\_\_\_ per hour.

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}