Contract Section Number (Lead) **FY** **HID** **EC** **ID**

THIS CONTRACT, between {Enter Department Name}

Health Department

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

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

and {Enter Contract Employee's Name}

(**Employee**)

{Enter Employee's Address}

{Enter Employee's City}, {Enter Employee'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 {Enter Service Type}

services are essential to the operation of the Health Department in fulfilling its legal responsibilities; and

WHEREAS, the Employee, is available, willing, and qualified to perform these services.

NOW, THEREFORE, the Employee agrees to perform the following described services, which are

Hereinafter described in detail as follows:

{ENTER THE CONTRACT DESCRIPTION}

{PROVIDER CREDENTIALS: Enter Employee's qualifications/credentials.}

{SCOPE of WORK: Identify all tasks, work elements, and objectives of the contract. (This statement of work should be an accurate, thorough, and measurable description of the essential and technical requirements for the services to be provided.)}

{The description of services should indicate any standards or protocols that must be followed.}

{The description of services to be provided must be sufficiently detailed to clearly describe the specific duties and responsibilities of both parties}

{COMPENSATION/PAYMENT: Describe compensation in terms of hourly rate, number of hours per task, unit pieces, cost per task, cost per deliverable, etc.}

The Employee 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 Employee 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.

For the services described in this contract, the Health Department agrees to pay the Employee in the following manner: {Enter time period of payments.}

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

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 will withhold FICA (Social Security), and applicable federal, state and local taxes.

The Employee certifies that he/she is \_\_\_ or is not \_\_\_ receiving any retirement benefits from the Kentucky State Employees Retirement System or any other retirement system supported either fully or partially by the Commonwealth of Kentucky.

The Employee certifies that constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will not be violated by this contract.

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}

**EMPLOYEE:**

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

(SIGNATURE OF EMPLOYEE)

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(PRINT OR TYPE NAME OF EMPLOYEE)