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 Breastfeeding Peer Counselor 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:

A WIC Breastfeeding Peer Counselor is a contracted part-time, variable hour paraprofessional (support person) who provides basic breastfeeding information and encouragement to WIC pregnant and breastfeeding mothers.

PROVIDER CREDENTIALS:

The Breastfeeding Peer Counselor must meet all of the following listed qualifications:

1. A contemporary/cohort/equal to the woman to whom she will be providing information and support. This

 may include having the ability to speak another language such as Spanish.

1. Has been or currently is a WIC participant;
2. Has successfully breastfed an infant for 6 months or longer and is an advocate for breastfeeding;
3. Has the ability to work independently at home;
4. Has basic computer skills in the use of email and common Word documents;
5. Has the ability to communicate effectively with peers, supervisors and other health department staff;

 7. Has reliable transportation; and

 8. Is readily accessible by phone.

SCOPE of WORK:

The Breastfeeding Peer Counselor will:

1. Complete all modules of the USDA Breastfeeding Curriculum Training. The Peer Counselor Supervisor will document and maintain on file the successful completion of the modules.
2. Demonstrate the ability to work with pregnant and breastfeeding women as observed by the Peer Counselor Supervisor.
3. Communicate effectively with Breastfeeding Peer Counselor Supervisor, local health department staff, clients, and other peer counselors, as appropriate.
4. Receive an assigned caseload of pregnant and breastfeeding WIC mothers and maintains caseload number appropriate for population served.
5. Contact the mothers per established protocol found in the WIC and Nutrition Manual.
6. Provide counseling by telephone, home visit, clinic visit and/or hospital visit per the Breastfeeding Peer Counselor protocols and individual client’s needs and is available outside of clinic hours.
7. Provide basic breastfeeding information and support such as; the benefits of breastfeeding, overcoming common barriers, establishing breastfeeding, etc. Assists clients in preventing and handling common breastfeeding problems and concerns.
8. Maintain and protect client confidentiality.
9. Document all contacts made with clients per the WIC Breastfeeding Peer Counselor protocol in the WIC and Nutrition Manual.
10. Operate within the Scope of Practice for a Breastfeeding peer Counselor. See Scope of Practice for WIC Breastfeeding Peer Counselor in the WIC and Nutrition Manual.
11. Refer identified breastfeeding problems or other health issues to appropriate health professional (e.g., IBCLC, CLC, LC, Registered Dietitian/Certified Nutritionist, nurse, etc) per Breastfeeding Peer Counselor Protocol. Other referrals may be provided per Breastfeeding Peer Counselor protocols.
12. Terminate clients from the Breastfeeding Peer Counselor Program after three (3) documented unsuccessful attempts to contact, once the client is no longer breastfeeding or the client wishes not to participate in the program. The Contact History or Prenatal and Breastfeeding Contact Logs must be printed and placed in the participant’s medical record.
13. Attend and assist with prenatal classes and breastfeeding support groups, as appropriate.
14. Assist WIC staff in promoting breastfeeding peer counseling through special projects and duties, as assigned.
15. Attend quarterly peer counselor meetings as directed by State Peer Counselor Coordinator. Attends other breastfeeding conferences/workshops, as appropriate.
16. Return any equipment or supplies provided during employment in the condition that was received. If there is any mishandling of equipment or misuse that incurs damage to the equipment, the Peer Counselor agrees to be responsible for replacement or repair costs.
17. Complete at least 4 hours of continuing education per year related to breastfeeding, as approved by the State Breastfeeding Peer Counselor Coordinator.
18. Attends Local Health Department staff orientation training and adhere to local agency policies regarding dress code, timesheets, travel, HIPAA etc

The Breastfeeding Peer Counselor Supervisor will:

1. Assure that *USDA Breastfeeding Curriculum* training is completed by the Peer Counselor;
2. Assure the Breastfeeding Peer Counselor Program is operated in accordance with the policies and procedures in the WIC and Nutrition Manual.
3. Observe the Breastfeeding Peer Counselor in provision of counseling with in accordance with the WIC and Nutrition Manual before allowing the Counselor to provide services unassisted;
4. Provide updates to training or assure that breastfeeding training is updated as the field of knowledge changes;
5. Review records and reports of services provided by the Breastfeeding Peer Counselor to determine accuracy and efficiency; and
6. Provide direction for the Breastfeeding Peer Counselor as needed.

Procedures and supply items that are incidental and integral to procedures are included in a base payment rate and shall not be billed separately. Services provided by the Breastfeeding Peer Counselor are free to the WIC pregnant and breastfeeding women.

The Local Health Department will not bill third parties for the services provided in this contract.

COMPENSATION/PAYMENT:

The Breastfeeding Peer Counselor will be expected to work between ten (10) and twenty (20) hours per week at a rate of $ \_\_\_\_\_\_per hour. The Breastfeeding Peer Counselor will be reimbursed for travel use in accordance with local health department’s policies and procedures. No other benefits of employment are provided to the Breastfeeding Peer Counselor.

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: Bi-weekly

The total payments made under the terms of this contract shall not exceed $.

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 she is \_\_\_ or is not X 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:**

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(SIGNATURE OF AUTHORIZED AGENT) Date

**EMPLOYEE:**

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

(SIGNATURE OF EMPLOYEE) Date

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(PRINT OR TYPE NAME OF EMPLOYEE)