THIS CONTRACT, between {Enter Name}

(**First Party**)

{Enter Organization Address}

{Enter Organization City}, KY {Enter Organization Zip}

and {Enter Department Name}

Health Department

(**Health Department**)

{Enter Department Address}

{Enter Department City}, KY {Enter Department 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 \_\_\_\_\_\_\_\_\_\_\_\_ Health Department, is available, willing, and qualified to perform these services. NOW, THEREFORE, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Health Department agrees to perform the following described services, which are

Hereinafter described in detail as follows:

The Designated Breastfeeding Expert/Lactation Specialist will serve as a referral source for lactation support for the WIC Breastfeeding Peer Counselors Program. The Designated Breastfeeding Expert/Lactation Specialist 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:

1. Obtain the required USDA 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 visit, WIC Clinic visits, and/or hospital visits. The follow-up may occur outside of the normal 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. Coordinates continued follow up of the client with the Peer Counselor
11. Assist the Breastfeeding Peer Counselor Supervisor in providing initial and 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 local agency staff, and in-service education for hospital staff and local healthcare professionals. Records and collects data as required by the State or local agency.
14. 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).
15. Provide follow up for issuance of nipple shields and breast pumps and provide lactation support for WIC clients with complex breastfeeding problems
16. Optional: Provide breastfeeding classes for pregnant and breastfeeding mothers.
17. Optional: Provides follow up contact to WIC clients that were issued nipple shields and breast pumps from local agencies in accordance with the WIC and Nutrition Manual.
18. 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.

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

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

The contractor will be paid at $\_\_\_\_\_\_\_\_\_\_ per mile for travel reimbursement.

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)."

1. For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, {Enter payment time period.} payable upon receipt of appropriate billing.
2. The total payments made under the terms of this contract shall not exceed ${Enter Contract Value}.
3. 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).
4. 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.
5. Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

**FIRST PARTY:**

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

(SIGNATURE OF AUTHORIZED AGENT)

{Enter First Party Name}

**HEALTH DEPARTMENT:**

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

(SIGNATURE OF AUTHORIZED AGENT)

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

(PRINT OR TYPE NAME OF AUTHORIZED AGENT)

{Enter Health Department Name}