

Bullitt County Public Schools

1040 Highway 44 East Shepherdsville, Kentucky 40165

502-869-8000 Fax 502-543-3608 www.bullittschools.org

Memo

To:

Keith Davis

From:

Lesa Howell

Date:

June 5, 2018

Re:

Health Department Contract

Please present this health department contract to the board members for consideration at the June 18, 2018 board meeting. If approved, the vaccination series for Hepatitis B will be offered to our employees as in the past. As a continued cost saving measure, we will pay for serum and injection at the time of service. Prior, we were billed separately and upfront for the serum order and this was becoming costly and potentially wasteful. We will be saving \$6.00 per injection with this contract. Funding for this provision is included in the health service budget for upcoming school year.

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THIS CONTRACT, between

(Health Department)

(First Party)

Bullitt County Board of Education

1040 Highway 44 East

Shepherdsville, KY 40165

and

Bullitt County Health Department

181 Lees Valley Rd

Shepherdsville, KY 40165

is effective July 1, 2018 and ends June 30, 2019.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

The Bullitt County Health Department will supply and administer the Hepatitis B vaccine to all employees who are preauthorized by the First Party to receive it. The employee will be given a Hep B vaccine information sheet as well. The employee will be instructed and given an appointment to return for the second dose in 8 weeks and again in 4 months for the third and final dose. The employee must bring a signed voucher from the First Party for each dose to be administered.

The total cost will be \$50.00 per dose, per employee for the administration of the vaccine and the vaccine. An invoice will be submitted for payment.

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, monthly payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$50.00 per injection, per employee.
- 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:	
(SIGNATURE OF AUTHORIZED AGENT) Bullitt County Board of Education	DATE

HEALTH DEPARTMENT:

Andrea Renfrow, MSN, RN

Public Health Director

Bullitt County Health Department



(Signature of Authorized Agent)

Bullitt County Board of Education

BULLITT COUNTY BOARD OF EDUCATION

Hep B vaccine 3rd Party CONTRACT #013 Please be informed that our employee, is authorized to receive a Hep B vaccine for agency, Bullitt County Board of Education from the Bullitt County Health Department. This service is being covered by Bullitt County Board of Education and the employee should not be charged any fees associated with this vaccine. (Signature of Authorized Agent) Date **Bullitt County Board of Education BULLITT COUNTY BOARD OF EDUCATION** Hep B vaccine 3rd Party CONTRACT #013 Please be informed that our employee, _ is authorized to receive a Hep B vaccine for agency, Bullitt County Board of Education from the Bullitt County Health Department. This service is being covered by Bullitt County Board of Education and the employee should not be charged any fees associated with this vaccine.

Date