

Memo

To: Jesse Bacon *JB*

From: Lesa Howell *LH*

Date: May 8, 2023

Re: Health Department Contract

Please present this health department contract to the board members for consideration at the June 19, 2023 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. Funding for this provision is included in the health service budget for the upcoming school year.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

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THIS CONTRACT, between
(First Party)

Bullitt County Board of Education
1040 Highway 44 East
Shepherdsville, KY 40165

and
(Health Department)

Bullitt County Health Department
181 Lees Valley Rd
Shepherdsville, KY 40165

is effective July 1, 2023 and ends June 30, 2024.

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 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.

Services will be provided by appointment only and the employee must bring a signed voucher from the First Party for each injection/dose to be administered. Vouchers are valid for 60 days from the date it is signed by the First Party.

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)."

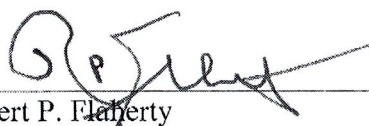
- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, monthly payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$50.00 per injection, per employee.
- 3) 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:

(SIGNATURE OF AUTHORIZED AGENT)
Bullitt County Board of Education

DATE

HEALTH DEPARTMENT:



Robert P. Flaherty
Public Health Director
Bullitt County Health Department

5/2/2023

DATE