

**YAKIMA HEALTH DISTRICT CONTRACT
FACE SHEET**

RECIPIENT IS A <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> VENDOR		CONTRACT NUMBER: BCCHP 19-20
4. NAME/ADDRESS: xxxx	1. ORIGINAL CONTRACT AMOUNT: \$0	5. PREVIOUS CONTRACT AMOUNT:
	2. CASH MATCH REQUIREMENT: \$0	6. MODIFICATION AMOUNT:
	3. TOTAL CONTRACT AMOUNT: \$0	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO: Phone: xxxx E-mail:xxxxx	9. PROGRAM CONTACT INFO: Yakima Health District Lilian Bravo, Director of Public Health Partnerships 1210 Ahtanum Ridge Drive Union Gap, WA 98903 (509) 249-6514 lilian.bravo@co.yakima.wa.us	10. FISCAL CONTACT INFO: Yakima Health District Marcy McDonald, Accountant 1210 Ahtanum Ridge Drive Union Gap, WA 98903 (509) 249-6600 Marcy.mcdonald@co.yakima.wa.us
11. CONTRACT START DATE: July 1, 2019	12. CONTRACT END DATE: June 15, 2020	
13. FUNDING AUTHORITY: Department of Health		
14. Business Tax ID#:	15. UBI#	
16. DUNS#		
17. PURPOSE: The Contractor shall provide Breast, Cervical and Colon Health Program services to approved clients.		
18. COMPENSATION: Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit D . The amount of payment for the performance period of this Agreement shall not exceed the Total Contract Amount (listed above) . The parties understand and agree that the amount listed is an estimate of total funds that will be available for each service. However, the parties understand and agree that the actual amount of funding will not be finalized until after the Department of Health provides a contract that identifies the actual funding available, no later than September 2019. The parties agree that if there are any changes in the funding available that this contract can also be changed related to funding available for these services.		
19. EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): <p align="center"> EXHIBIT A – Statement of Work- Breast and Cervical Services EXHIBIT B – Statement of Work- Colon Services EXHIBIT C – Statement of Work- WISEWOMAN EXHIBIT D – Service Authorization Form </p>		
The Agreement is entered into by and between Yakima Health District, hereinafter “Health District,” and CONTRACTOR hereinafter “contractor”. The rights and obligations of both parties are governed by the General Terms and Conditions, Specific Terms and Conditions and the following Exhibits, copies of which are attached hereto and incorporated herein. By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.		
CONTRACTOR		YAKIMA HEALTH DISTRICT
_____	_____	
Name, Title	Name, Title	
_____	_____	
Date		

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. “Agreement” means this Health District and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. “CFR” means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - 1.3. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile or emailed transmission of any signed original document, and retransmission of any signed facsimile or emailed transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or emailed transmitted signatures by signing an original document.
3. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor’s staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
4. **Billing and Payment for Contractor Services:** Health District shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in the attached Exhibits. No payment shall be made for any service that is not identified within this Agreement. Contractor shall submit claims for reimbursement as outlined in the attached Exhibits for all expenses incurred. Health District agrees to make payment as outlined in Exhibits, contingent on the availability of funds.
 - 4.1. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 4.2. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, Health District may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by Health District or acquired by Contractor in performance of this Agreement, except upon the prior written consent of Yakima Health District. Contractor shall indemnify and hold harmless Health District, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
7. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
8. **Debarment Certification.** The Contractor, by signature of this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions (debarred). The Contractor shall notify the Health District within ten days if, during the term of this Contract, the Contractor, its Principals or Subrecipients

becomes debarred. The Health District may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract. If Contractor receives funds during a period when they are debarred, those funds must be reimbursed to the Health District.

9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of Health District and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of Health District and Contractor.
11. **Indemnification and Hold Harmless.** Contractor will indemnify, hold harmless and defend the Health district from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees under this agreement. In the case of negligence of both Health District and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.
12. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the Health District, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
13. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee. All payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that Health District is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
14. **Insurance.**
 - 14.1. **Professional Liability Insurance:** In the event that services delivered under this Agreement, either directly or indirectly include the provision of professional services, Professional Liability Insurance, including coverage for losses caused by errors and omissions, with minimum limits of \$1,000,000 each occurrence and \$3,000,000 aggregate shall be maintained by Contractor. For the purposes of this Agreement, "Professional Services" shall mean any services provided by a physician, psychologist or other licensed professional.
 - 14.2. **Auto Liability Insurance:** In the event that services delivered pursuant to this agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
 - 14.3. **Worker's Compensation Insurance:** If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.
15. **Licensure.** Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.
16. **Non-Discrimination.** Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race,

creed, color, sex, age, marital status, national origin, disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

- 16.1. **In Employment.** Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, disable veteran status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination.
- 16.2. **In Services.** Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.
17. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between Health District and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Yakima. This Agreement shall be governed by the laws of the State of Washington.
18. **Attorney Fees and Costs.** In the event of any claims, disputes or litigation arising from this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, court costs and/or other expenses incurred in connection with such claims, dispute or litigation.
19. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - 19.1. Applicable federal and State of Washington statutes and regulations;
 - 19.2. General Terms and Conditions contained in this Agreement;
 - 19.3. Special Terms and Conditions contained in this Agreement;
 - 19.4. Exhibits, if any, as indicated on page one (1) of this Agreement;
 - 19.5. Any other material incorporated herein by reference.
20. **Ownership Of Material.** Material created by Contractor and paid for by Health District as a part of this Agreement shall be owned by Health District and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by Health District is owned by Contractor.
21. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.56 RCW Public Records Act; and the Health Insurance Portability and Accountability Act, including but not limited to the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164.
 - 21.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
 - 21.2. **Clinical/Consumer Service Records.** The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
22. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement. Health District reserves the right to inspect and approve

any subcontract document. Contractor must inform and provide copies of proposed subcontracts to Health District immediately.

23. Subrecipients

- 23.1. **General.** If Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, Contractor shall:
- 23.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - 23.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - 23.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards; Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
 - 23.1.4. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - 23.1.5. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - 23.1.6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

24. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.

25. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.

- 25.1. **Termination for Convenience.** Either Health District or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require written notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 25.2. **Termination Due to Change in Funding.** If the funds Health District relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, Health District may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 25.3. **Termination for Default.** Health District may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if Health District has a reasonable basis to believe that Contractor has:
- 25.3.1. Failed to meet or maintain any requirement for contracting with Health District;
 - 25.3.2. Failed to perform under any provision of this Agreement;
 - 25.3.3. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
 - 25.3.4. Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or

25.3.5. Otherwise breached any provision or condition of this Agreement.

25.3.5.1. Before Health District may terminate this Agreement for default, Health District shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance within the period of time specified in the written notice of noncompliance, Health District may then terminate this Agreement.

25.3.5.2. Health District may terminate this Agreement for default without written notice and without opportunity for correction if Health District has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any customer for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

25.3.5.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to Health District resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the Health District from another source to fully execute the Contractor's duties under this Agreement.

26. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

26.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

26.2. Health District shall be liable for and shall pay for only those services authorized and provided through the date of termination. Health District may pay an amount agreed to by the parties for partially completed work and services if work products are useful to or usable by Health District.

26.3. If this Agreement is terminated for default, Health District may withhold a sum from the final payment to Contractor that Health District determines necessary to protect Health District against loss or additional liability. Health District shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

26.4. The rights and remedies provided to Health District in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages.

27. **No Third-Party Beneficiary:** The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

28. **Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of Health District. Health District's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

SPECIAL TERMS AND CONDITIONS

The CONTRACTOR will ensure that:

1. Services will be provided for eligible people in accordance with Washington State Breast, Cervical and Colon Health Program Fee Schedule and/or the WISEWOMAN Fee Schedule published by DOH available on www.yakimahealthdistrict.org.
2. All cytological screening must be done on the premises of a qualified laboratory that meet the standards and regulations for implementing the Clinical Laboratory Improvement Act (CLIA).
3. Mammography screening is required to be done in a facility that maintains compliance with the Mammography Quality Standards Act and Washington State Certification and must be accredited by the American College of Radiology and Food and Drug Administration. CONTRACTOR shall provide documentation of current compliance, certification and accreditation upon request.
4. Health care professionals providing services to clients under this contract shall maintain documentation of current licensure and/or certification. Contractor shall provide documentation of current licensure or certification.
5. Health care professionals providing services to clients under this contract shall maintain professional liability insurance during the term of this agreement, insuring Provider's acts and omissions, within the scope of provider's services, in an amount not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. Provider shall maintain this coverage, and tail coverage in the form of an unlimited extended reporting period endorsement, if necessary, for claims arising during the term of this agreement and subsequent periods as relevant under all applicable statutes of limitation. Contractor shall provide proof of liability insurance upon request.
6. CONTRACTOR will submit to HEALTH DISTRICT a complete listing of clinicians providing services under this contract, including professional credentials and/or licenses (e.g., ARNP, MD, PA).
7. CONTRACTOR will submit to HEALTH DISTRICT applicable required BCCHP and/or WISEWOMAN forms. Electronic medical templates from providers may be used in place of required BCCHP and/or WISEWOMAN forms, if approved by DOH. Documentation of services performed and resulting outcomes will be included in clients' permanent medical records maintained by the Contractor.
8. The CONTRACTOR shall keep on file and available for review upon request by HEALTH DISTRICT client screening and referral files (completed and closed) and client case files (treatment completed and case closed) for a minimum of eight (8) years. Records (including electronically scanned documents) should be protected from damage or loss by off-site storage or a security copy or by documenting the natural dispersal of copies inside and outside the organization. (Reference RCW 4.16.350)
9. CONTRACTOR must ensure that patient tracking systems that adhere to BCCHP and/or WISEWOMAN screening policies are in place to identify and recall clients for exams, if applicable.
10. CONTRACTOR performing breast, cervical, colon and/or cardiovascular screening examinations shall establish patient tracking systems to ensure timely and appropriate referral and follow-up of clients with abnormal or suspicious breast, cervical, colon and cardiovascular screening test results.
11. The HEALTH DISTRICT will conduct site visits with CONTRACTOR according to the schedule below. Per the Department of Health, on-site visits are required as follows:
 1. Once per year for new clinics or those having ongoing problems that need to be addressed.
 2. Every other year for existing subcontracts that are going well.
 3. Every three years for subcontractors that are going extremely well.
12. Breast, cervical, colon and cardiovascular disease screening examinations, and follow-up where needed, will be performed in accordance with guidelines established by the Washington State Breast, Cervical & Colon Health Program and the Centers for Disease Control and Prevention.
13. All stool test [FOBT (fecal occult blood test)/FIT (fecal immunochemical test)] results are due from CONTRACTOR to the HEALTH DISTRICT within a 30-day period. The HEALTH DISTRICT will work with providers to ensure that results are entered in Med-It within the 30-day period.
14. BCCHP Enrollment forms shall be submitted by CONTRACTOR to the HEALTH DISTRICT within 10 business days of the date of service. Reimbursement requests submitted later than ten days from the date of service to the HEALTH DISTRICT, at the discretion of the HEALTH DISTRICT, may be denied payment.

In order to close out the fiscal year **all Contractor claims for services provided must be received by the HEALTH DISTRICT no later than July 31st each year.**

15. Claims submitted for payment for costs due and payable under the previous program year and budget cycle by a CONTRACTOR that are **received after July 31st shall be considered a “belated claim” and may be paid at the discretion of the HEALTH DISTRICT, contingent upon the availability of funds.**
16. CONTRACTOR shall ensure that clients with limited English-speaking skills receive Language Access Services as outlined in Title VI of the Civil Rights Act of 1964
17. **Federal Funding Accountability and Transparency Act (FFATA):** This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and be eligible to perform the activities in this statement of work, the CONTRACTOR must have and provide a Data Universal Numbering System (DUNS®) number.
18. Under no circumstances may a client be billed for any difference in the provider rates and the BCCHP/WISEWOMAN fee schedules. Provider may perform services and order tests or procedures outside the program, however, it is the CONTRACTOR’s responsibility to inform the client in advance of doing the procedure to allow the client to make an informed decision regarding payment. If the CONTRACTOR performs procedures outside of the program limitations as stated in this contract, CONTRACTOR will be responsible for the bill.
19. **Citizenship/Alien Verification/Determination** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (P.L. 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. P.L. 104-193 also includes specific reporting requirements. Exemption from the determination/verification requirement is afforded to DOH HSDSP Program.

Exhibit A: Statement of Work- Breast & Cervical Services

BACKGROUND

The Breast, Cervical, and Colon Health Program (BCCHP) helps eligible clients get screened for breast, cervical, and colorectal cancers, and connects clients with diagnostic services and treatment when needed. The program serves uninsured and underinsured clients for cancer screening. BCCHP improves access to services, especially for people who face extra barriers to getting health care.

PURPOSE

Contractor will enroll BCCHP eligible clients and provide recommended cancer screening services. They will refer BCCHP enrolled clients with abnormal cancer screening results to other BCCHP contracted providers for appropriate follow-up services.

SERVICES

Preventative Visit with Clinical Breast Exam (CBE)

Pap tests

HPV tests

Colposcopy, as needed

Loop Electrosurgical Excision Procedure (LEEP), as needed with prior approval

FIT

PRIORITY POPULATIONS

Enrollment efforts will be focused on clients who:

- Have never or rarely received breast or cervical services
- Are ages 50 or older (breast services) or 40-49 (cervical services)
- Are new to BCCHP
- Are from a racial or ethnic minority population, including African American, Asian, Pacific Islander, American Indian/Alaskan Native, and Hispanic/Latin@
- Are lesbian, gay, bisexual, or transgender
- Have a disability (as defined by the client)
- Have a strong family history or other high risk as defined by CDC.

PERFORMANCE REQUIREMENTS

The Contractor will:

- Ensure patients enrolled fall within BCCHP Eligibility Criteria. Forms are available online at www.yakimahealthdistrict.org
- Make best efforts to comply with CDC and DOH Performance Indicators:
 - Assist the client to complete the diagnostic work-up **within 60 days** of a documented abnormal breast finding.
 - Assist the client to start breast cancer treatment **within 60 days** of a documented diagnosis of breast cancer or breast pre-cancer.
 - Assist the client to start cervical cancer treatment **within 60 days** of a documented diagnosis of cervical cancer or pre-cancer.
 - Alert Health District of colon health clients with a positive FOBT/FIT **within 10 days** to ensure appropriate colonoscopy scheduling.
 - Assist the client to receive a colonoscopy **within 90 days** of a positive FOBT/FIT.
- Implement patient navigation efforts for all eligible BCCHP clients as outlined in NBCCEDP Patient Navigation Policy to the best of their ability and communicate navigation efforts with Health District and DOH staff as appropriate.

- Document attempts to contact each client for follow-up services per BCCHP protocol. It is the contractor's responsibility to get clients in for timely follow-up.
- Review and follow instructions in the Contractor's Procedure Manual, available at: www.yakimahealthdistrict.org
- The Contractor must ensure a representative participates in BCCHP/WISEWOMAN quarterly coordinator meetings and trainings as scheduled by the DOH and/or Yakima Health District.
- The Contractor must work with BCCHP staff to distribute educational materials, upon request.

REIMBURSEMENT PROCESS

The Contractor will:

- Complete exam and BCCHP reimbursement forms and, if applicable, diagnostic forms. Forms are available online at: www.yakimahealthdistrict.org
- Contractor will submit BCCHP Enrollment forms to Health District within 10 business days from the date of service.
- Accept the amounts for CPT-coded services listed on the current BCCHP Fee Schedule available online at: www.yakimahealthdistrict.org
- Certify that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other funding source.
- Monitor funds spent and clients scheduled, to stay within the total allocated budget.
- In the case of any overpayment, contact BCCHP staff before taking any action to discuss how to correct the error.

Health District will not pay for services for reimbursement forms received later than **60 days** from the service date. We will evaluate exceptions on a case-by-case basis. We may impose an earlier deadline to submit forms for June services, to achieve timely fiscal year-end close out.

REIMBURSEMENT LIMITS

- Payment will not exceed the total budgeted contract amount as listed in Exhibit D: SERVICE AUTHORIZATION FORM.
- Funds for colon services are not interchangeable with breast and cervical services. **Please carefully review Exhibit D**
- Claims for services provided must be received by the Yakima Health District by July 31st. **Any claims received after July 31st may be paid at the discretion of the Health District, contingent upon the availability of funds.**

REIMBURSEMENT PROCEDURES

Health District will:

- Pay for applicable services provided within the corresponding contract period.
- Send the current Fee Schedules for Breast and Cervical Cancer Screening and Diagnosis to the Contractor, as well as any subsequent revisions. Revisions will replace earlier versions.
- Pay for CPT-coded services at rates listed on the Fee Schedule. When applicable, payment will include facility fee costs, as described on the Fee Schedule.
- Monitor contracted funds.
- Generate monthly billing report for the contractor, based on forms the contractor submits.
- Create a monthly billing report and send to the Contractor.

The Contractor will not bill BCCHP clients for any differences between service charges and BCCHP reimbursement.

Exhibit B: Statement of Work- Colon Services

BACKGROUND

The Breast, Cervical, and Colon Health Program (BCCHP) helps eligible clients get screened for breast, cervical, and colorectal cancers, and connects clients with diagnostic services and treatment when needed. The program serves uninsured and underinsured clients for cancer screening. BCCHP improves access to services, especially for people who face extra barriers to getting health care.

PURPOSE

Contractor will provide follow-up services to BCCHP enrolled clients referred through the program because of positive Fecal Occult Blood Test (FOBT) or Fecal Immunochemical Test (FIT) screening results, as well as for appropriate family history and surveillance.

SERVICES

Preventative Visit
Colonoscopy
Biopsy
Polypectomy

PERFORMANCE REQUIREMENTS

The Contractor will:

- Ensure patients enrolled fall within BCCHP Eligibility Criteria. Forms are available online at www.yakimahealthdistrict.org
- Make best efforts to comply with CDC and DOH Performance Indicators:
 - Assist the client to receive a colonoscopy **within 90 days** of a positive FOBT/FIT.
 - Assist the client to start colon cancer treatment **within 60 days** of a documented diagnosis of colon cancer.
- Work with Health District staff, Primary Care, and/or GI Specialist staff to obtain treatment resources.
- Implement patient navigation efforts for all eligible BCCHP clients as outlined in NBCCEDP Patient Navigation Policy to the best of their ability and communicate navigation efforts with Health District and DOH staff as appropriate.
- Document attempts to contact each client for follow-up services per BCCHP protocol. It is the contractor's responsibility to get clients in for timely follow-up.
- Review and follow instructions in the Contractor's Procedure Manual, available at: www.yakimahealthdistrict.org
- Work with Health District staff to distribute educational materials, upon request.

REIMBURSEMENT PROCESS

The Contractor will:

- Complete program reimbursement forms and, if applicable, diagnostic forms. If available, include UB90s or Health Insurance Claim Forms with reports attached. Program forms are available online at: www.yakimahealthdistrict.org
- Contractor will submit BCCHP Enrollment forms to Health District within 10 business days from the date of service.
- Complete colon health diagnostic forms. Forms are available online at: www.yakimahealthdistrict.org
- Accept the amounts for CPT-coded services listed on the current BCCHP Fee Schedule.
- Certify that work performed under this contract does not duplicate any work charged against any other contract, subcontract, or other funding source.
- Monitor funds spent and clients scheduled, to stay within the total budget.

- In the case of any overpayment, contact BCCHP staff before taking any action to discuss how to correct the error.

The Yakima Health District will not pay for services if reimbursement forms are received later than **60** days from the service date. Exceptions will be evaluated on a case-by-case basis. Earlier deadlines may be imposed for June services, to achieve timely fiscal year-end close out.

REIMBURSEMENT LIMITS

- Payment will not exceed the total budgeted contract amount as listed in Exhibit D: SERVICE AUTHORIZATION FORM).
- Funds for colon services are not interchangeable with breast and cervical services. **Please carefully review Exhibit D**
- Claims for services provided must be received by the Yakima Health District by July 31st. **Any claims received after July 31st may be paid at the discretion of the Health District, contingent upon the availability of funds.**

REIMBURSEMENT PROCEDURES

Health District will:

- Pay for services provided within the corresponding contract period.
- Send the current Fee Schedules for Colorectal Cancer Screening and Diagnosis to the Contractor, as well as any subsequent revisions. Revisions will replace earlier versions.
- Pay for CPT-coded services at rates listed on the Fee Schedule. When applicable, payment will include facility fee costs, as described on the Fee Schedule.
- Monitor contracted funds.
- Generate monthly billing reports for the contractor, based on forms the contractor submits.
- Create a monthly billing reports and send to the Contractor to review.

The Contractor will not bill BCCHP clients for any differences between service charges and BCCHP reimbursement.

EXHIBIT C: Statement of Work- WISEWOMAN

BACKGROUND

The WISEWOMAN (Well-Integrated Screening and Evaluation for WOMen Across the Nation) program was created to help women understand and reduce their risk for heart disease and stroke by providing services to promote lasting heart-healthy lifestyles. Working with low-income, uninsured and underinsured women aged 40 to 64 years, the program provides heart disease and stroke risk factor screenings and services that promote healthy behaviors.

PURPOSE

Contractor will provide initial screening and follow-up services to WISEWOMAN enrolled clients. Contractor will follow-up with clients to ensure that appropriate follow-up services are obtained. Contractor will also provide a referral to program approved internal or external lifestyle support program as requested by the patient.

SERVICES

Screening Office Visit

Lab Tests

Additional diagnostic services as needed

Approved Lifestyle Support Services

Case management

Lifestyle Support Services

Diabetes Prevention Program

TOPS

Weight Watchers

PERFORMANCE REQUIREMENTS

The Contractor will:

- Ensure patients enrolled fall within BCCHP Eligibility Criteria. Forms are available online at www.yakimahealthdistrict.org
- Cardiovascular screening examinations and follow-up where needed, will be performed in accordance with guidelines established by the Washington State HSDP Program awarded the WISEWOMAN DP18-1816 grant and the CDC.
- Contractor will comply with CDC Performance Indicators, as interpreted and outlined in the WISEWOMAN DP18-1816 grant and HSDP Program Policies.
- Implement patient navigation efforts for all eligible BCCHP clients as outlined in NBCCEDP Patient Navigation Policy to the best of their ability and communicate navigation efforts with Health District and DOH staff as appropriate.
- Work with Health District staff to distribute educational materials, upon request.
- Patient tracking systems that adhere to WISEWOMAN screening policies are in place to identify and recall clients for exams.
- The Contractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another Contractor, or upon **termination of the contract for any reason**
- The Contractor will comply with “Policy for Timeliness and Adequacy of Follow-up for Abnormal Cardiovascular Screening” from CDC, as interpreted and outlined in the WISEWOMAN Policies.

REIMBURSEMENT PROCESS:

The Contractor will:

- Complete program reimbursement forms and, if applicable, diagnostic forms. If available, include UB90s or Health Insurance Claim Forms with reports attached. Program forms are available online at: www.yakimahealthdistrict.org
- Contractor will submit BCCHP Enrollment forms to Health District within 10 business days from the date of service.
- Complete colon health diagnostic forms. Forms are available online at: www.yakimahealthdistrict.org
- Accept the amounts for CPT-coded services listed on the current BCCHP Fee Schedule.
- Certify that work performed under this contract does not duplicate any work charged against any other contract, subcontract, or other funding source.
- Monitor funds spent and clients scheduled, to stay within the total budget.
- In the case of any overpayment, contact BCCHP staff before taking any action to discuss how to correct the error.

The Yakima Health District will not pay for services if reimbursement forms are received later than **60** days from the service date. Exceptions will be evaluated on a case-by-case basis. Earlier deadlines may be imposed for June services, to achieve timely fiscal year-end close out.

REIMBURSEMENT LIMITS

- Payment will not exceed the total budgeted contract amount as listed in Exhibit D: SERVICE AUTHORIZATION FORM).
- Funds for colon services are not interchangeable with breast and cervical services. **Please carefully review Exhibit D**
- Claims for services provided must be received by the Yakima Health District by July 31st. **Any claims received after July 31st may be paid at the discretion of the Health District, contingent upon the availability of funds.**

REIMBURSEMENT PROCEDURES

Health District will:

- Pay for services provided within the corresponding contract period.
- Send the current Fee Schedules for WISEWOMAN to the Contractor, as well as any subsequent revisions. Revisions will replace earlier versions.
- Pay for CPT-coded services at rates listed on the Fee Schedule. When applicable, payment will include facility fee costs, as described on the Fee Schedule.
- Monitor contracted funds.
- Generate monthly billing report for the contractor, based on forms the contractor submits.
- Create a monthly billing report and send to the Contractor to review.

The Contractor will not bill WISEWOMAN clients for any differences between service charges and Health District reimbursement.

EXHIBIT D: Service Authorization Form

Contractor:

Vendor Number:

Service Authorization Effective Date: 7/1/19-6/15/2020

Yakima Health District hereby authorizes the following not-to-exceed amount for the services provided in the Scope of Work Exhibit under the above referenced contract at the rates set forth in the Budget Exhibit:

The total reimbursement shall not exceed the amount set forth in this Order Form

Funding Sources	Not to Exceed Amount	Effective Date
BREAST & CERVICAL		7/1/19-6/15/2020
COLON		7/1/19-6/15/2020
WISEWOMAN		7/1/19-6/15/2020
TOTAL	\$00.00	