

**YAKIMA HEALTH DISTRICT CONTRACT
BREAST, CERVICAL AND COLON HEALTH PROGRAM FACE SHEET**

RECIPIENT IS A <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> VENDOR		CONTRACT NUMBER:	
1. NAME/ADDRESS:	2. ORIGINAL CONTRACT AMOUNT:	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT:	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT INFO:	9. PROGRAM CONTACT INFO: Cathy Lopez BCCHP Program Lead 1210 Ahtanum Ridge Drive Union Gap, WA 98903 (509) 249-6537 Cathy.lopez@co.yakima.wa.us	10. FISCAL CONTACT INFO: Rudy Silva, Grant/Contracts & Projects Coordinator 1210 Ahtanum Ridge Drive Union Gap, WA 98903 (509) 249-6512 Rudy.silva@co.yakima.wa.us	
11. CONTRACT START DATE: July 1, 2023		12. CONTRACT END DATE: June 15, 2024	
13. FUNDING AUTHORITY: Washington State Department of Health			
14. BUSINESS TAX ID:	15. UBI:	16. UEI:	
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 Contract shall be as set forth in Exhibit B . 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. The parties agree that if there are any changes in the funding available this contract can also be changed related to funding available for these services. Services must not be provided to individuals until a signed contract has been received by Yakima Health District.			
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): EXHIBIT A – Statement of Work – Breast and Cervical Services EXHIBIT B – Service Authorization Form EXHIBIT C – Statement of Work – WISEWOMAN			
The Contract is entered into by and between Yakima Health District, hereinafter “Health District,” and Business Name 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 Contract.			
CONTRACTOR _____ Name, Title _____ Date		YAKIMA HEALTH DISTRICT _____ Administrator _____ Date	

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows.

Definitions—The words and phrases listed below, as used in the Contract, shall have the following definitions:

“Contract” means an agreement creating obligations enforceable by law between the Health District and the Contractor. For purposes of this “contract”, the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Conditions including any Exhibits and other documents, as well as any other attachments, are considered part of the “contract”.

“CFR” means Code of Federal Regulations. All references in this Contract 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>.

“Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

“Director” means the Executive Director of the Yakima Health District.

“General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the Health District and the Contractor, under this Contract.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

“Principals” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.

“**WAC**” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

Amendment: This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

Assignment: Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the Health District and the written assumption of all of the Contractor's obligations in this Contract by the third party.

Attorney Fees and Costs: In the event of any claims, disputes or litigation arising from this Contract, 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.

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.

Billing Limitations: The Health District shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 45 days after the close of the contract to be considered for payment. The decision to approve or deny payment of claims for services submitted after more than 45 days shall rest solely with the Director. The Director's decision shall be final and not capable of right to appeal.

All billing invoices must be submitted electronically to HealthDistrictAP@co.yakima.wa.us

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.

Counterparts: This Contract 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 Contract. 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.

Circulars: These requirements apply to the primary recipient of federal funds, and then follow the funds to the Contractor. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR), 2 CFR Chapter I, Chapter II, Part 200, et al. (2 CFR 200) provide the applicable administrative requirements, cost principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Contractor must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.

Compliance with Applicable Law: At all times during the term of this Contract, the Contractor and the Health District shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

Conflicts of Interest: Contractor shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Contractor shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.

Contractor’s Waiver of Employer’s Immunity under Title 51 RCW: 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.

Debarment Certification: The Contractor, by signature to 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 from participating in transactions (debarred). The Contractor also agrees to include the above

language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Health District if, during the term of this Contract, the Contractor, its Principals or Subrecipients become 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 the Contractor received any funds from the Health District while debarred, they may be required to reimburse the Health District.

Entire Contract: This Contract including all documents attached to or incorporated by reference contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The attached front page of this Contract titled “Contract Face Sheet” defines the budgetary terms of this Contract, the parties that are entering into the Contract, the Contract start and end date, the funding authorities, the purpose of the Contract, any exhibits attached are listed and holds the signatures of those signing for each agency.

Federal Award Requirements: If Contractor is a subrecipient of federal awards as defined by Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR Chapter I, Chapter II, Part 200, et. al. (2 CFR 200), as such the Contractor shall:

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;
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;
3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
4. Incorporate OMB Circular 2 CFR 200 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;
5. Comply with any future amendments to 2 CFR 200 and any successor regulation;
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 Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

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 Unique Entity ID (UEI), generated by SAM.gov.

Governing Law, Venue, and Jurisdiction: This Contract shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in Yakima County Superior Court for the State of Washington.

Independent Status: For purposes of this Contract, the Contractor acknowledges that it is an independent contractor. Neither the Contractor nor any employee of the Contractor is an officer, employee, or agent of the Health District. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the Health District. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the Health District. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law, in addition to being responsible for all payroll deductions. The Contractor shall indemnify and hold harmless the Health District from any all claims for obligations to pay or withhold or make contributions on behalf of the Contractor or the Contractor's employee.

Inspection: Health District may request reasonable access to the Contractor's records and place of business for the limited purpose of monitoring, auditing, and evaluating the Contractor's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the Contractor shall provide Health District with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give Health District access to the Contractor's records and place of business for any other purpose. Nothing herein shall be construed to authorize Health District to possess or copy records of the Contractor.

Indemnification, Defense, and Hold Harmless: Contractor will indemnify, hold harmless and defend the Health District (and its officers, employees, agents, and volunteers) 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 Contract 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.

Insurance: The Health District certifies that it is insured as a member of Enduris. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima Health District, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Contract, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Contract.

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.

Maintenance of Records: During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- Document performance of all acts required by law, regulation, or this Contract;
- Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the Health District and all expenditures made by the Contractor to perform as required by this Contract.
- For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

Nondiscrimination: 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.

- 1.1. 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.
- 1.2. 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.

Notices: Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when e-mailed to the addresses as listed on this Contract or in other documents related to this Contract.

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:

1. Applicable federal and State of Washington statutes and regulations;
2. General Terms and Conditions contained in this Contract;
3. Special Terms and Conditions contained in this Contract;
4. Exhibits, if any, as indicated on page one (1) of this Contract;
5. Any other material incorporated herein by reference.

Ownership of Material: Material created by Contractor and paid for by Health District as a part of this Contract 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 Contract, but which is not created for or paid for by Health District, is owned by Contractor.

Overpayments: If it is determined by the Health District, or during an audit, that the Contractor has been paid unallowable costs under this Contract, the Health District may require the Contractor to reimburse the Health District in accordance with 2 CFR 200.

Responsibility: Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The Health District and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The Health District and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the Health District or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

Severability: The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.

Single Audit Act Compliance: If the Contractor expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon request the Contractor shall:

1. Submit to the Health District contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
2. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR 200 and prepare a “Summary Schedule of Prior Audit Findings.”

Subrecipients:

1.1. 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:

1.1.1. 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;

1.1.2. 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;

1.1.3. 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;

1.1.4. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;

1.1.5. 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

1.1.6. 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.)

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.

Termination: If the funds upon which the Health District relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Health District may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination. Either party may terminate this Contract by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the first page of this Contract. If the Contractor fails to comply with the terms and conditions of this Contract, the Health District may terminate this Contract immediately upon written notice sent by certified mail to the Contractor, and the Health District may pursue such remedies as are legally available. If this Contract is terminated for any reason, Health District shall pay only for performance rendered or costs incurred in accordance with the terms of this Contract and prior to the effective date of termination.

Title to Property: Title to all property purchased or furnished by the Health District for use by the Contractor during the term of this Contract shall remain with the Health District. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Health District under this Contract shall pass to and vest in the Health District. The Contractor shall take reasonable steps to protect and maintain all the Health District property in its possession against loss or damage and shall return the Health District property to the Health District upon Contract termination or expiration, reasonable wear and tear excepted.

Unified Business Identifier: Per RCW 82.32.070, Health District must obtain and preserve a record of the Contractor's unified business identifier account number for the person or entity performing the work.

Waiver: Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the Health District.

SPECIAL TERMS AND CONDITIONS – WASHINGTON STATE DEPARTMENT OF HEALTH

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 at www.yakimahealthdistrict.org.
2. All cytological screening is required to 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 by 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 the 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 liability insurance and may be required to provide proof of liability to HEALTH DISTRICT.
6. Providers will submit to the HEALTH DISTRICT required BCCHP and/or WISEWOMAN forms. Electronic medical templates from providers may be used in place of required BCCHP forms, if approved by DOH. Documentation of services performed and resulting outcomes will be included in clients' permanent medical records maintained by the provider.
7. CONTRACTOR must ensure patient tracking systems that adhere to BCCHP and/or WISEWOMAN screening policies are in place to identify and recall clients for exams, if applicable.
8. 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.
9. 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.

10. 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.
11. 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 business 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.**
12. 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.**
13. 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.
14. 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 Breast, Cervical and Colon Health Program (BCCHP).

EXHIBIT A – STATEMENT OF WORK BEAST & CERVICAL SERVICES YAKIMA HEALTH DISTRICT

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.
- 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 B: SERVICE AUTHORIZATION FORM.
- Breast and cervical services. **Please carefully review Exhibit B.**
- 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.

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

EXHIBIT B – SERVICE AUTHORIZATION FORM
YAKIMA HEALTH DISTRICT

Contractor:

Vendor Number:

Service Authorization Effective Date: 7/1/23-6/15/24

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 authorization form.

Funding Sources	Original Contract Amount	Modification Amount	Not to Exceed Amount	Effective Date
BREAST & CERVICAL				7/1/23-6/15/24
				7/1/23-6/15/24
TOTAL				7/1/23-6/15/24