

**CONTRACT AGREEMENT
BY AND BETWEEN
PEACEHEALTH SOUTHWEST WASHINGTON MEDICAL CENTER
AND PROVIDER/SUBCONTRACTOR**

PROVIDER NAME Pacific County Department Long Beach and South Bend	MAILING ADDRESS 7013 Sandridge Road Longbeach, WA 98631
BUSINESS TELEPHONE NUMBER: 360.642.9349	FAX NUMBER: 360.642.9352
FEDERAL ID NUMBER	UBI NUMBER

PeaceHealth Southwest Washington Medical Center, an operating division of PeaceHealth ("PHSW") is a Prime Contractor ("Contractor") for the Breast, Cervical, and Colon Health Program ("BCCHP") pursuant to a contract awarded by the State of Washington Department of Health No. N19519 ("Master Contract"). This subcontract is made under the condition that PHSW is awarded Breast, Cervical and Colon Health Program ("Program") Prime Contractor status from the State of Washington, Department of Health ("DOH"), and that DOH receives funds from the State of Washington and Centers for Disease Control ("CDC"). PHSW and the above named subcontractor ("Provider"), in consideration of the mutual promises hereafter expressed in this Provider Agreement, and intending to be legally bound, agree as follows:

The purpose of this Program is to establish a comprehensive, public health approach to reduce breast cervical and colon cancer morbidity and mortality through screening, tracking, follow-up and case management, public education, professional education, quality assurance, surveillance, evaluation, and coalition development.

1. Provider shall participate as a service provider in the Breast, Cervical and Colon Health Program for individuals who meet the following criteria:
 - 1.1. Woman aged 40 to 64 for the Breast and Cervical Program; or
 - 1.2. Woman and men aged 50 to 64 for the Colon Health Program, and
 - 1.3. Income at or below 250% of the Federal Poverty Level, and
 - 1.4. Not on Medicaid or Medicare; or, do not have private insurance (unless insurance coverage has a large deductible). Women and men with Medicaid or Medicare are considered fully insured.
2. Provider shall provide breast, cervical and colon cancer screenings and diagnostic services where applicable to eligible men and women in accordance with Program guidelines within the Breast, Cervical and Colon Program.
3. If cytological services including FOBT/FIT testing are done on the Provider premises, then it must meet requirements of a qualified laboratory, by meeting the standards and regulations for implementing the Clinical Laboratory Improvement Act ("CLIA"). An assurance that

current copies of Washington State Department of Health Laboratory licenses are available upon request to PHSW is incorporated as a part of this Agreement.

4. Provider must provide services in compliance with applicable standards of relevant professional societies, applicable local, state, and federal laws and regulations and shall maintain current licensure, certifications, and accreditation, as applicable. Documentation shall be made available upon request. Provider staff providing services shall maintain, on an unrestricted basis, current licenses and/or certification and Provider shall make copies available upon request.
5. The Provider shall submit to PHSW all BCCHP required forms. The Provider will provide BCCHP/PHSW a fully completed Women's Health Examination and Screening Service form, Radiology Breast Evaluation Reporting Form and the Client Consent form. As applicable, Provider shall also provide BCCHP/PHSW the completed Diagnostic Follow-up Form (breast, cervical and colon) with final diagnosis or disposition of abnormal or suspicious findings within sixty (60) days of the date of the initial abnormal findings. Documentation of services performed and resulting outcomes on a client shall be placed in the client's permanent medical records that are maintained by the Provider.
 - 5.1. Obtain written informed consent from clients prior to the provision of clinical services and submit this form to PHSW prior to PHSW payments to the Provider.
 - 5.2. Inform the client of any services being provided that are not eligible for coverage by BCCHP, the provider should discuss cost and get consent prior to services and document this information in the client's chart.
6. Provider shall keep strictly confidential all information concerning the identity of the BCCHP client ("Confidential Information") and comply with all applicable provisions of the state and federal law regarding confidentiality of information about individuals receiving screening services, subject to chapter 42.14 RCW and Chapter 70.02 RCW as well as including the Health Insurance Portability and Accountability Act of 1996, which may be amended from time to time. The obligations set forth in this clause shall survive completion, cancellation, expiration or termination of this Agreement. Upon a breach or suspected breach of confidentiality, the Provider shall immediately notify PHSW. For the purposes of this Agreement, "immediately" shall mean within two (2) calendar days. The Provider will take steps to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Provider agrees to indemnify and hold harmless PHSW for any damages related to unauthorized use or disclosure by the Provider, its officers, directors, employees or agents. Any breach of this clause may result in termination of this Agreement and the demand for return of all information. The Provider will not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other entity or person without the express written consent of the Secretary of Health, or as required by law.
7. Provider shall establish patient tracking systems to ensure timely and appropriate referral and follow-up of men and women with abnormal or suspicious breast, cervical and colon cancer testings.
8. Provider agrees that BCCHP clients who have abnormal findings shall be immediately referred for case management to PHSW BCCHP. Further diagnostic services performed

shall be by consultation and shared approval with the PHSW BCCHP program case-manager.

9. Breast, Cervical, and Colon examinations and follow-up where required in conformance with the BCCHP program standards and CDC policies and procedures shall be performed in accordance with the guidelines established by BCCHP and the CDC.
10. Provider shall comply with CDC and DOH performance indicators which include; within 60 days from the date of abnormal test results to complete documented diagnostic work-up, and within sixty (60) days from date of documented diagnosis to commence treatment for breast, cervical, and colon cancer.
11. Provider shall report client services results to PHSW **within ten (10) business days after the date of service**. Findings shall include all pertinent information required on the BCCHP forms.
12. Provider shall maintain, at all times during the term of this Provider Agreement, medical professional liability insurance for Provider and each individual providing services for Provider under this Agreement with liability limits of not less than One Million Dollars (\$1,000,000) per claim and not less than Three Million Dollars (\$3,000,000) annual aggregate. Provider shall provide PHSW BCCHP with current certifications evidencing the coverage required by this section and providing for not less than thirty (30) days' notice to PHSW BCCHP of the cancellation of such insurance. Receipt by PHSW BCCHP of any certificate showing less coverage than required is not a waiver of the Provider's obligations to fulfill the requirement set forth herein. If the liability insurance procured pursuant to this Section is on a "claim made" rather than "occurrence" basis, in the event Provider fails to maintain continuous coverage in the amount specified after expiration or termination of this Agreement, Provider shall obtain extended reporting insurance coverage ("tail coverage") for all claims relating to services provided under the terms of this Agreement. All coverage under this Section shall be with an insurance company authorized to do business within the state of Washington.
13. **Provider agrees to submit all reimbursement forms to PHSW - ATTENTION: Breast Cervical Colon Health Program, PO Box 1600, Vancouver, WA 98668, no later than thirty (30) days from the date of service to the Client.**
 - 13.1. Services provided to women who do not meet age guidelines, are over income eligibility, and are a Medicaid or Medicare Part B recipient, who are fully insured, or are for services not in accordance with BCCHP Guidelines, will not be reimbursed.
 - 13.2. BCCHP is the payor of last resort. Provider agrees to file insurance, Medicare, and other third-party claims. Provider agrees to accept rates listed in the Breast Cervical and Colon Health Program Fee Schedule as payment in full. If the third-party payment is greater than or equal to the maximum allowable cost described in the BCCHP CPT Fee Schedule, the Provider should not bill PHSW BCCHP or the client for services.
 - 13.3. The Provider may not bill the client for services not covered by the fee schedule unless they have written agreement from the client in advance.
 - 13.4. PHSW BCCHP agrees to reimburse the Provider for valid services rendered hereunder in accordance with state and federal rules governing the BCCHP and in accord with the Master Contract.

14. Provider shall refund PHSW any duplicate payment, overpayment, payment for services reimbursed by another third party payer, or other incorrect payment within thirty (30) days of receipt of written notification of the incorrect payment, whichever is sooner.
15. Provider shall keep on file Program client files and books, records, documents and evidence of accounting procedures and practices that sufficiently and properly reflect all costs expended in the performance of this Provider Agreement for at least eight (8) years. These records shall be subject at all reasonable times to inspection, review, or audit by personnel authorized by PHSW, the Office of the State Auditor, and state and federal officials so authorized by law, rule, or regulation.
16. The Provider shall bill PHSW BCCHP within ten (10) days of service completed to individual BCCHP clients whom Provider provides services under the BCCHP program. If Provider has not received payment for services from PHSW BCCHP within forty-five (45) days after the applicable reimbursement form was sent to BCCHP billing specialist, Provider may submit a duplicate bill to the program coordinator. **If resubmitted, the duplicate bill must have a notation in the lower left hand corner of the applicable form, in red ink, "Breast Cervical and Colon Health Program Duplicate Bill."** If the program coordinator receives this duplicate bill more than ninety (90) days after services were provided, it will not be reimbursed.
17. Either party may, by giving sixty (60) days advance written notice, beginning on the second day after the mailing, terminate this Provider Agreement.
18. PHSW BCCHP and Provider shall comply with all federal and state nondiscrimination laws, regulations, and policies and further agree that in the performance of this Agreement, there will be no discrimination against any person because of race, color, sex, sexual orientation, religion, national origin, age, handicap (except that services are to be provided solely to BCHP Clients) or any other factor specified in the Civil Rights Act of 1964, as amended, in Section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. This includes, but is not limited to, providing interpreters and/or translation services for clients in need of these services.
19. Provider must comply with the American With Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
20. To the fullest extent permitted by law, each party to this Provider Agreement shall indemnify, defend, protect, and hold harmless the other party from and against all claims, suits, action, damages and expenses (including reasonable attorney's fees) arising out of or resulting from the acts or omissions of such party. Each party's liability for indemnity hereunder extends only to the extent of such party's own negligence in the case of any concurrent negligence by the party or parties indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Section. This indemnity provision is not limited to, but specifically applies to, any situation in which a party is sought to be held vicariously liable for the acts or omissions of its owners, employees or agents, or anyone for whose acts or omissions they may be liable.
21. The parties intend that an independent contractor relationship will be created by this Provider Agreement. Provider and Provider's employees or agents performing under this Provider Agreement are not employees or agents of PHSW. Provider shall not hold himself/herself out as nor claim to be an employee of PHSW by reason hereof, nor will Provider make any claim or right, privilege or benefit which would accrue to such employee

under law. Conduct and control of the work will be solely with the Provider. Provider shall be responsible for payment of all taxes with respect to the compensation paid to Provider under this Provider Agreement. This includes, without limitation, federal income tax, self-employment tax (FICA and FUTA) and state business and occupation tax.

22. Provider agrees to comply with the BCCHP Guidelines for PHSW services attached hereto as **Attachment A** and incorporated herein by reference. If Provider is providing mammography screenings, Provider shall comply with the terms, requirements and conditions specified in the Guidelines for Mammography Screenings attached hereto as **Attachment B** and incorporated herein by reference. If Provider is providing cytological screenings, Provider shall comply with the terms, requirements and conditions specified in the Guidelines for Cytological Screenings attached hereto as **Attachment A** and incorporated herein by reference. In addition, Provider shall comply with the policies and rules established in the BCCHP Subcontractor Guidelines.
23. Provider may not assign this Agreement without the prior written consent of PHSW.
24. Provider, by signature to this Agreement, certifies that Provider and its staff are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.
25. This Agreement shall be governed by the laws of the state of Washington and applicable federal laws and regulations.

26. TERM OF AGREEMENT AND TERMINATION

This Provider Agreement will become effective as of the date of the last party to sign bellow and may continue month to month thereafter. This Provider Agreement will automatically terminate if PHSW is no longer a Prime Contractor for the Breast Cervical and Colon Health Program. In the event PHSW determines that Provider has failed to comply with the conditions of this Provider Agreement in a timely manner, PHSW has the right to suspend or terminate the Provider Agreement. Further PeaceHealth may terminate this Agreement for default, in whole or in part, if PHSW has a reasonable basis to believe that Provider has: a) failed to meet or maintain any requirement for contracting with PHSW; b) failed to ensure the health or safety of any client for whom services are being provided under this Provider Agreement; c) failed to perform under, or otherwise breached, any term or condition of this Provider Agreement; and/or c) violated any applicable law or regulation. Before suspending or terminating the Provider Agreement, PHSW shall notify the Provider in writing of the need to take corrective action. If corrective action is not taken within fourteen (14) days, the Agreement may be terminated or suspended. In addition, either PHSW or Provider may terminate this agreement according to Section 19 above. The Provider Agreement and its attachments contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Provider Agreement shall exist or bind any of the parties herein.

27. This Provider Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

28. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm transmitted signatures by signing an original document.

PeaceHealth and the Provider agree to abide by and fully comply with the provisions set forth herein.

IN WITNESS WHEREOF, the Provider's authorized representative has signed this Agreement.

PROVIDER:

By: _____

_____ **Date**

Name: _____

Title: _____

PEACEHEALTH SOUTHWEST MEDICAL CENTER

By: Brenda Rinehart
Brenda Rinehart, Director
Breast Cervical and Colon Health Program

6/15/14
Date

**ATTACHMENT A
BREAST, CERVICAL AND COLON HEALTH PROGRAM
GUIDELINES FOR CLINICAL SERVICES**

- 1) Provide comprehensive public health services to reduce breast, cervical and colorectal cancer morbidity and mortality through screening, tracking, and follow-up.
- 2) Submit to PHSW completed Health Examination and Reimbursement Form(s) within 10 days of the date of service. Where appropriate, a completed Breast, Cervical and/or Colorectal Diagnostic and Reimbursement Form(s) will be submitted with final diagnosis or disposition of abnormal or suspicious breast or cervical cancer within ten (10) days of the date of the abnormal finding as further detailed in Sections 5 and 6 of the Provider Agreement.
- 3) A report of the results of services performed through this program must be placed in the client's permanent medical records maintained by the Provider.
- 4) Clinical providers performing breast, cervical and colon cancer screening examinations must establish patient tracking systems to ensure timely and appropriate referral and follow-up of clients with abnormal or suspicious breast, cervical or colon cancer test results as described in Sections 7, 8 and 9 of the Provider Agreement.
- 5) Informed consent shall be obtained from clients prior to the provision of clinical services pursuant to Section 5 of the Provider Agreement.
- 6) Health care professionals providing services to women and men under the PHSW BCCHP Provider Agreement must maintain current licensure and/or certification in accordance with Section 4 of the Provider Agreement.
- 7) Health care professionals providing services under this contract shall maintain liability insurance and may be required to provide proof of coverage to the PHSW BCCHP pursuant to Section 12 of the Provider Agreement
- 8) Breast, cervical and colorectal cancer screening examinations and diagnostics will be performed in accordance with guidelines established by the Washington State Department of Health, Breast, Cervical and Colon Health Program and the Centers for Disease Control and Prevention.
- 9) Authorized and allowable screening costs (Attachment B) must be submitted to PHSW within ten (10) days following the date in which services were rendered, as described in Section 17 of the Provider Agreement.
 - a) Completed BCCHP Health Examination and Reimbursement Forms, and Radiology – Breast Evaluation and Reimbursement Form(s) must be submitted to PHSW BCCHP pursuant to Section 5 of the Provider Agreement, including:
 - (1) Client enrollment information;
 - (2) All applicable sections of the Health Examination and Reimbursement Forms filled out accurately;
 - (3) All screening services and results;
 - (4) Diagnostic Follow-up when indicated; and
 - (5) Final diagnoses and recommendations, as appropriate.
- 10) Services rendered under the Provider Agreement do not include:
 - a) Inpatient services (hospitalization), or
 - b) Treatment services.

11) Inform the PHSW BCCHP Program when there is a change in Provider information, such as:

- a) Mailing address;
- b) Billing address;
- c) Contact person with phone number and email address;
- d) Type of service authorized to provide;
- e) Any certification expiration dates for authorization to provide specific services; or
- f) Professional staff providing services.

12) Provide comprehensive public health services to reduce breast and cervical cancer morbidity and mortality through screening, tracking, and follow-up.

13) All cytological screening is required to be done on the premises of a qualified laboratory, which meet the standards and regulations for implementing the Clinical Laboratory Improvement Act (CLIA) as described in Section 3 of the Provider Agreement.

14) Breast, cervical and colon cancer screening examinations will be performed in accordance with guidelines established by the Washington State Department of Health, Washington Breast and Cervical Health Program and the Centers for Disease Control and Prevention.

15) A report of the results of cervical and/or colorectal cancer screening performed on a client through the BCCHP Program shall be supplied to the referring provider and will be placed in the client permanent medical records that are maintained by the referring provider. The Provider shall report the results of cervical cancer screening using the Bethesda Report System.

16) Authorized and allowable cytological screening costs (Schedule AB) must be submitted to PHSW within ten (10) days following the date in which services were rendered as described in Section 16 of the Provider Agreement.

17) Health care professionals providing services to women and men under this contract shall maintain liability insurance and may be required to provide proof of liability to PHSW pursuant to Section 12 of the Provider Agreement.

18) Services billed under this Agreement may not include:

- a) Inpatient services (hospitalization), or
- b) Treatment services.

**ATTACHMENT B
BREAST, CERVICAL AND COLON HEALTH PROGRAM
GUIDELINES FOR MAMMOGRAPHY SCREENINGS**

- 1) Provide comprehensive public health services to reduce breast and cervical cancer morbidity and mortality through screening, tracking, and follow-up.
- 2) Mammography screening must be done by a facility that maintains compliance with the Mammography Quality Standards Act and Washington State Certification requirements; and, must be accredited by the American College of Radiology and the Food and Drug Administration. Copies of current licenses and/or certificates will be provided to PHSW BCCHP upon request pursuant to Section 4 of the Provider Agreement.
- 3) Health care professionals providing services to women under this contract shall maintain liability insurance and may be required to provide proof of liability to PHSW pursuant to Section 12 of the Provider Agreement.
- 4) A report of the results of services performed on a woman through this program must be placed in her permanent medical records maintained by the Provider. The Provider shall send results of the procedures and one copy of the completed Radiology – breast Evaluation and Reimbursement Form, for each woman served through the BCCHP using the ACR Lexicon. Results of the procedures shall be placed in the client permanent medical records that are maintained by the referring provider.
- 5) Breast and cervical screening examinations will be performed in accordance with guidelines established by the Washington State Department of Health, Breast, Cervical and Colon Health Program and the Centers for Disease Control and Prevention.
- 6) If mobile mammography is provided, the Provider shall assure the following standards are met:
 - a) Processors used on-site meet quality assurance control limits as required in WAC 246-225-1 60(5)(a)(I-iv);
 - b) Batch processing takes place within twelve (12) hours of the mammography service.
- 7) Authorized and allowable screening costs (Schedule A) must be submitted to PHSW within ten (10) days following the date in which services were rendered, as described in Section 17 of the Provider Agreement.
 - a) Completed WBCHP Women’s Health Examination and Reimbursement Forms and Radiology – Breast Evaluation and Reimbursement Forms must be submitted to Citrine Health. This includes:
 - i) Client enrollment information;
 - ii) All applicable sections of the WBCHP Women’s Health Examination and Reimbursement Form and Radiology – Breast Evaluation and Reimbursement Form filled out accurately;
 - iii) All screening services and results;
 - iv) Diagnostic/treatment work-ups when indicated; and
 - v) Final diagnoses and recommendations, as appropriate.
- 8) Services billed under this Agreement may not include:
 - a) Inpatient services (hospitalization), or
 - b) Treatment services.
- 9) Inform the BCCHP Program when there is a change in Provider information, such as:
 - a) Mailing address;
 - b) Billing address;
 - c) Contact person with phone number and email address;
 - d) Type of service authorized to provide;
 - e) Any certification expiration dates for authorization to provide specific services; or
 - f) Professional staff providing mammography services.