

**THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
CONTRACT FOR BREAST AND CERVICAL CANCER
SCREENING AND DIAGNOSTIC SERVICES
FOR THE
ALABAMA BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM**

This Contract entered into by and between the **Alabama Department of Public Health**, hereinafter "**Department**," and _____

hereinafter "**Contractor**," is effective _____ and terminates _____.

WHEREAS, the purpose of this Contract is to provide early detection of breast and cervical cancer to women in the State of Alabama through the above named Contractor; and

WHEREAS, funding for activities performed under this Contract is provided by the Department, through a cooperative agreement with the Centers for Disease Control and Prevention being grant number _____ (National Cancer Prevention & Control Program—National Breast and Cervical Cancer Early Detection Program) for grant budget period _____ through _____. The program is authorized from the Catalog of Federal Domestic Assistance (CFDA) number, 93.283: Public Health Service Act, Title 42, Section 243, 247b(k)(2); and

WHEREAS, this Contract is exempt from competitive bidding requirements pursuant to Code of Ala. 1975, § 41-16-78, because the Contractor provides direct, hands-on health care to the Department's patients.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to provide the following Breast & Cervical Cancer screening services to Alabama Breast and Cervical Cancer Early Detection Program (ABCCEDP) eligible women as follows:

1. _____ A **Primary Provider** agrees to provide comprehensive cancer screening as indicated above and education services according to program guidelines, which may also include diagnostic services and consultation to the eligible population as deemed necessary by the physician. If appropriate, the patient may be referred to another participating physician for some of these examinations. The primary provider will have the sole responsibility of determining patient eligibility for services. A Primary Provider is also responsible for timely and properly enrolling eligible women and men in the ABCCEDP web based enrollment system.

_____ An **OB/GYN** agrees to provide the necessary consultation and appropriate diagnostic test for procedures as listed in the reimbursement schedule and agreed to by both parties. The referring primary provider will have the responsibility of determining patient eligibility for services.

_____ A **Surgeon** agrees to provide the necessary consultation and appropriate diagnostic test or procedures to determine diagnosis of cancer as indicated above. The referring primary provider will have the responsibility of determining patient eligibility for services.

_____ A **Mammography Facility** agrees to provide breast cancer services to include screening and diagnostic mammograms and other related diagnostic procedures listed in the reimbursement schedule as agreed to by both parties.

_____ A **Hospital/Outpatient Surgery Facility** agrees to provide outpatient diagnostic services as listed in the reimbursement schedule and agreed to by both parties.

_____ A **Radiologist** agrees to provide services for cancer indicated above that may include interpretation.

_____ A **Laboratory Facility** agrees to provide related diagnostic lab services as listed in the reimbursement schedule as agreed to by both parties.

_____ An **Anesthesiologist** agrees to provide anesthesiology services to outpatient surgery patients as listed in the reimbursement schedule as agreed to by both parties.

_____ A **Certified Registered Nurse Anesthetist (CRNA)** agrees to provide anesthesia services under the direction of a physician licensed to practice medicine. The nurse anesthetist is qualified in accordance with Section 27-46-3 of the Code of Alabama 1975 and must be licensed by the Alabama Board of Nursing.

2. CASE MANAGEMENT

If Contractor is the primary care physician, consultant, or specialist, Contractor agrees to provide timely and appropriate client follow-up, which may include case management or referral to ABCCEDP for case management, and arrangements for diagnostic services and treatment as appropriate.

3. STANDARDS OF CARE
Contractor agrees to follow the minimum clinical elements as the standard of care (as stated in the ABCCEDP protocol manual). Clinical guidelines may be modified by the program with notification of changes being sent to affected providers.
4. REFERRAL PATIENTS
Clients may be referred by other participating physicians and may be served by Contractor who will invoice the Department for services rendered.
5. LABORATORIES
A Primary Provider / Surgeon / Surgical Facility agrees to obtain results of laboratory services, to include pathology, from a Clinical Laboratory Improvement Act (CLIA) certified laboratory.
6. PATIENT RECORDS
All patient records generated by and as a result of this Contract shall be deemed to be confidential and safeguarded in accordance with the general confidentiality standards within the profession.
7. STAGING OF CANCER DIAGNOSIS
If a breast or cervical cancer is found, the Primary Provider and Surgeon agree to provide the Department with clinical and histological staging information. The stage of cancer will be reported using Tumor Node Metastasis (TNM) classification system as developed by the American Joint Committee on Cancer (AJCC). The provider agrees to share necessary information related to the diagnosis and treatment of the breast or cervical cancer with the ABCCEDP.
8. SUBMISSION OF INVOICES, PROGRAM FORMS AND REPORTS
Contractor agrees to submit an invoice and the completed medical report (results) for the reimbursable medical procedure performed or service provided within sixty (60) days of the date of services, with the exception of the end of the Fiscal Year. Contractor acknowledges that under the terms of the grant received by the Department from federal sources including general federal grants practices and procedures, the Contractor herein must submit all invoices or other demands for payment hereunder by a date which allows the Department to finalize and submit a financial status report to the granting federal agency. For purposes of this Contract, that date is _____ for year one of the Contract and _____ for year two of the contract. Invoices or demands for payment received after this date for work and labor done cannot be paid and are forfeited.

With the exception of laboratories, Contractor will complete all necessary forms applicable to services provided and required by the ABCCEDP to include: Screening/Billing Form, Mammogram Voucher, Breast Follow-Up, and

Cervical Follow-Up. Contractor will provide referring agency and the Department with the results of all screens, tests, pathological procedures, surgical procedures and recommendations for follow-up. Contractor will maintain such documentation in the client's medical record. Client notification will be made by the primary provider, consulting physician and/or screening facility as appropriate.

9. PAYOR OF LAST RESORT

The Department is the payer of last resort and all third party sources must be billed before billing Department for program services.

10. RATE OF REIMBURSEMENT

Contractor agrees to accept a rate of reimbursement for approved procedures, not to exceed the current Medicare part B rate, as payment in full with no balance billed to the client. Medicare rates are re evaluated and updated annually. The Medicare rate current as of the date of service will be paid.

Contractor agrees not to bill women and men participating in the ABCCEDP for any difference between provider fees for ABCCEDP covered services and the amount reimbursed by the ABCCEDP. Contractor shall have the right to bill women and men for services related to breast cancer, and cervical cancer screenings which are not covered under this agreement, but must notify women and men of their financial responsibility prior to delivering the service.

Under no circumstances shall the maximum amount payable under this Contract exceed \$_____ for the Contract period.

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CONTRACTOR CREDENTIALS. Prior to provision of services and upon renewal of required licenses and/or certifications, a Contractor must provide evidence of a current Alabama license to practice medicine. A mammography facility must be currently accredited by the American College of Radiology (ACR) and in compliance with the Mammography Quality Standards Act (MQSA). A laboratory facility must be currently certified and in compliance with the Clinical Laboratory Improvement Act (CLIA). A Certified Registered Nurse Anesthetist (CRNA) must provide evidence of a current Alabama license.

Disciplinary actions taken against the Contractor by his/her licensing board agency could result in termination of this contract.

ANTI-DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. For any and all disputes arising under the terms of this Contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through mediators approved by the State of Alabama or where appropriate, private mediators.

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract.

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Legislature of Alabama fail to appropriate funds for the continued payment of this Contract. This termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-

recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, “prospective lower tier participant” or “lower tier participant” refers to the Contractor.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for their record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

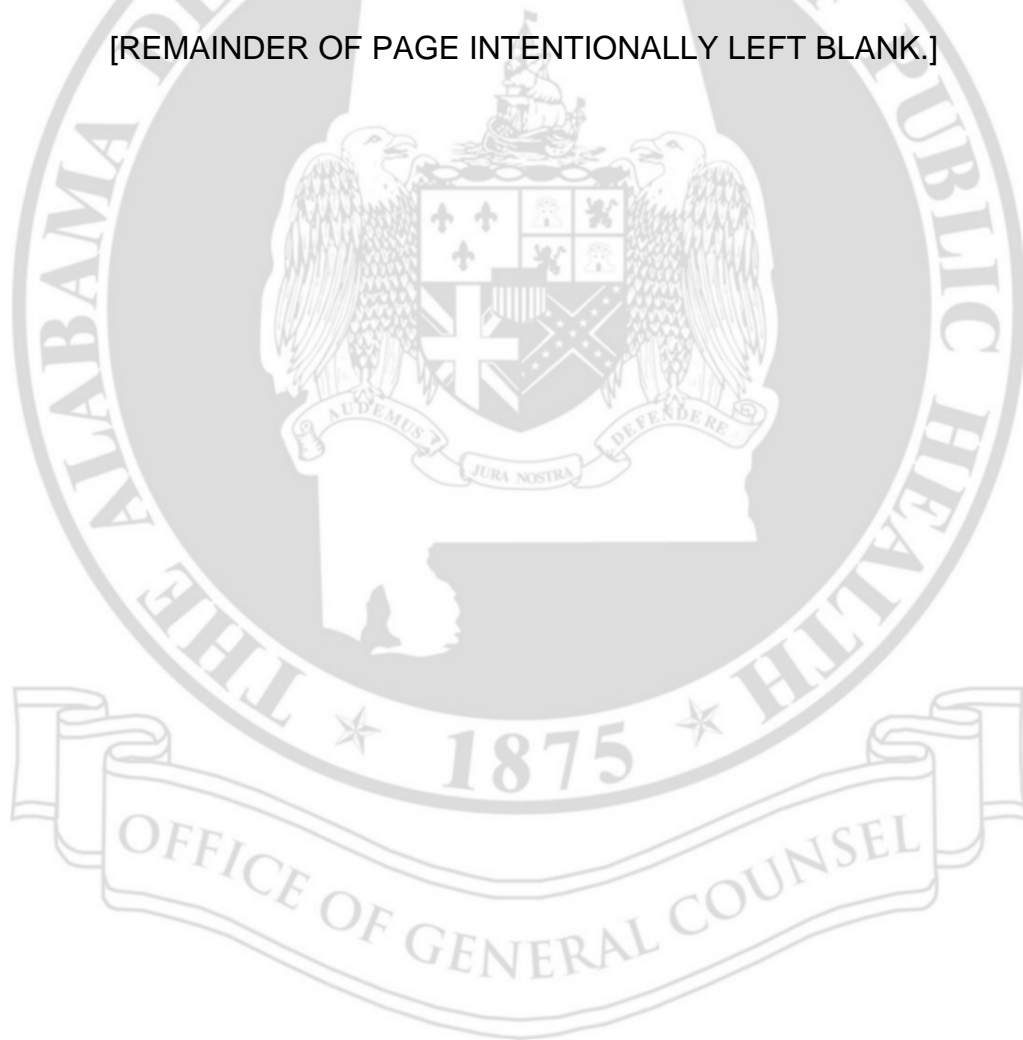
HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts

160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

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Breast & Cervical Cancer Screening and Diagnostic Services Provider

Alabama Department of Public Health
Reviewed as to content by:

Signature Name (Please type or print)

Signed: _____
Program Director
Alabama Breast & Cervical
Cancer Early Detection Program

Signature

Date: _____

Date: _____

APPROVED:
Alabama Department of Public Health

Address: _____

Signed: _____
Grace H. A. Thomas, M.D., F.A.C.O.G.
Assistant State Health Officer for
Family Health Services

Telephone: _____

Date: _____

Fax: _____

*Contractor please type or print your
email address:*

Social Security or FEIN: _____

