

YADKIN COUNTY
NORTH CAROLINA

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2016, by and between Yadkin County, North Carolina (the "County") and Novant Health, The Breast Clinic (the "Provider");

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

- I. The services to be performed by the Provider shall be as follows:
 - A. Provide mammography x-ray services (as described in Attachment I) for a global charge equal to the 2016-2017 NC Breast and Cervical Cancer Control Program Service Fee Schedule (Attachment II).
 - B. Provide other breast procedures described in Attachment I) for a global charge equal to the 2016-2017 NC Breast and Cervical Cancer Control Program Service Fee Schedule (Attachment II) .
- II. These services shall be provided pursuant to the terms and provisions of Attachment I, which is incorporated herein by reference.
- III. The services of the Provider shall begin on July 1, 2016, and shall continue to and through June 30, 2017; provided, however, that either party shall have the right to terminate this Agreement upon thirty (30) days notice in writing to the other party.
- IV. As full compensation for the Provider's services, the County agrees to pay the Provider for services provided at the charges set forth in Section I herein, upon receipt by the county of proper documentation that services have been provided in accordance with this Agreement; provided however, that payments under this Agreement shall not exceed \$3,631.00 during the contract year.
- V. The Provider shall bill the County monthly for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee of the County with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at its sole expense, the following insurance coverage:

Medical Professional Liability insurance with a minimum limit of \$1,000,000.00 per claim, and a minimum annual aggregate of \$3,000,000.00.

It is understood that these insurance coverage requirements are minimums and they do not restrict or limit the hold harmless provisions of the Agreement. Certificates of Insurance evidencing the above insurance coverage shall be provided before services are rendered.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Agreement shall be governed by and construed in accordance with the Laws of the State of North Carolina, without regard to its choice of law principles.

This agreement is the entire Agreement between the parties as to the subject matter herein, and may not be changed or amended except by a writing signed by both parties.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

- VI. All parties to the Agreement shall abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information to the extent allowed and/or required by North Carolina law.

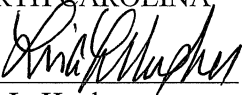
The Provider shall assure that no person, solely on the grounds of race, color, age, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this agreement.

The Provider shall assure that no otherwise qualified handicapped individual, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this agreement.

This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

YADKIN COUNTY,
NORTH CAROLINA

By: 
Lisa L. Hughes
County Manager

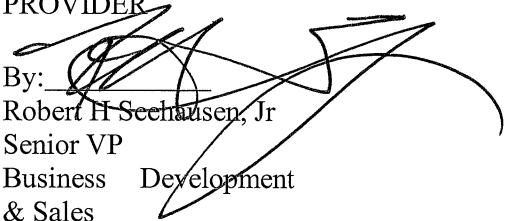
Date: 7-26-16

YADKIN COUNTY HUMAN
SERVICES AGENCY

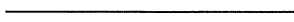
By: 
Kim D. Harrell Director
Human Services Agency

Date: 7-6-16

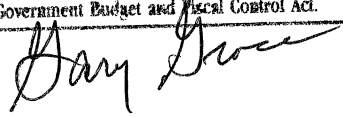
PROVIDER

By: 
Robert H. Sechausen, Jr
Senior VP
Business Development
& Sales

Date: 6-27-2016



This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.



ATTACHMENT I

The Provider agrees to:

- A. Provide screening and repeat mammograms to include 2 views of each breast in asymptomatic women.
- B. Provide diagnostic mammography services for women who are referred by the clinician because of abnormal findings on clinical breast examination or for women found to have abnormal screening mammograms.
- C. Provide Fine Needle Aspiration with or without imaging guidance; Ultrasonic guidance for needle placement, imaging supervision and interpretation; Cytopathology; Needle Core Biopsy; Puncture Aspiration; Breast Biopsy; Excision of Cyst, Fibroadenoma or other tumor, aberrant breast tissue; Excision of breast lesion identified by preop placement; Placement of breast localization device, percutaneous, mammographic guidance; Placement of breast localization device, percutaneous, stereotactic guidance; Placement of breast localization device, percutaneous, ultrasound guidance; Ultrasonic guidance for needle placement, imaging supervision and interpretation, on women referred to Novant Health, Breast Clinic from Yadkin County Medical Clinic BCCCP (Breast and Cervical Cancer Control Program).
- D. Provide documentation of current mammography accreditation by the American College of Radiology (ACR), or documentation of having submitted a completed application for ACR accreditation. Accreditation must be granted within six (6) months of the start of this contract.
- E. Provide documentation of certification by the Federal Food and Drug Administration under the provisions of the Mammography Quality Assurance Act of 1994.
- F. See clients referred by the Yadkin County Human Services Agency (YCHSA) for an initial screening mammogram within six (6) weeks and perform repeat diagnostic mammography for clients with symptoms whose screening mammograms indicate the need for further evaluation within two (2) weeks.
- G. Report the mammography results to the YCHSA using the lexicon recommended by the ACR.
 - 1. For results that are “Normal” on a screening or repeat mammogram and “Negative”, “Benign” or “Probably Benign” on a diagnostic mammogram, the Provider shall report to the YCHSA by mail within two (2) weeks of performing the mammogram.
 - 2. For screening or repeat mammograms that indicate the need for further evaluation and for diagnostic mammograms that are “Suspicious” or have a “High Probability of Malignancy,” the Provider shall notify the patient’s primary care physician and the YCHSA of the results by phone or fax within three (3) days and shall send the written report by mail within one (1) week.
- H. The Provider is prohibited from billing clients for any additional charges for the performance of mammography.
- I. Billing that is accrued from the services provided within this contract will not be billed to the client for which the services were completed. Any billing accrued from the services of this contract will be invoiced to the Yadkin County Medical Clinic for payment. Any invoice accrued by The Provider in diagnostics, such as lab work, will be included in the invoiced amount to the Yadkin

County Medical Clinic, not billed separately from the secondary agency or to the client for which the lab work was completed. Billing for services rendered should be based on the North Carolina Breast and Cervical Cancer Control Program 2016-2017 Services Fee Schedule attached to this exhibit as Attachment II.

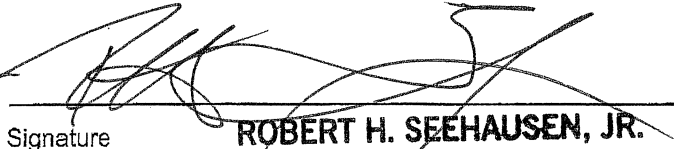
RFP Number (if applicable): _____

Name of Vendor or Bidder: Novant Health, The Breast Clinic

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

	<u>10-27-2016</u>
Signature	Date
ROBERT H. SEEHAUSEN, JR.	
Senior Vice President	
Business Development & Sales	
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.