

RADIOLOGIC INTERPRETATION
FOR THE
NORTH CAROLINA
COMPREHENSIVE BREAST AND CERVICAL CANCER CONTROL PROGRAM, KOMEN
FUNDS, AND TB CHEST X-RAYS

WHEREAS the Yadkin County Medical Clinic and Yadkin River Radiology, P.A., have a common goal to provide quality healthcare services for the screening of tuberculosis thru chest x-rays and the prevention and early detection of breast cancer,

NOW, THEREFORE, the Yadkin County Medical Clinic and local Provider, as specified below, agree as follows:

This Agreement is entered into on July 1, 2017 by and between the Yadkin County Medical Clinic, hereinafter called the "Department", and Yadkin River Radiology, PA, hereinafter called the "Contractor." This Agreement shall be for the purpose of providing medical assessments to clients referred to the Contractor by the Department under the following conditions:

I. The Contractor agrees to:

- a. Provide radiological mammography interpretation according to the latest Fee Schedule for BCCCP Funded Services for clients referred by the Department to the Contractor (not to exceed \$270.00).
- b. Report the mammography results to the Department using the method described below:
 - i. For results that are "Normal" on a screening or repeat mammogram and "Negative" or "Benign" or "Probably Benign" on a diagnostic mammogram, the Contractor shall contact the Department by mail and or by fax within two (2) weeks of date of mammogram.
 - ii. 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 Contractor should notify the patient's primary care physician and the Department of the results by phone or fax within three (3) days and shall send the written report by mail and/or by fax within one (1) week of the date of mammogram.
- c. To interpret chest films taken on clients referred by the Department who are eligible for TB related chest films. If a patient is not eligible for TB related chest films but is referred by the Department for that purpose, the Contractor shall notify the Department immediately.
- d. Accept as its fee \$20.00 per TB chest and x-ray interpretation. The total amount paid by the Department for TB chest and x-ray interpretations shall in no event exceed \$270.00 in any fiscal year (which shall run from July 1 through June 30).
- e. Report chest x-ray results to the Department using the method described below:

- i. For results that are "Negative" or "No Active Tuberculosis", reports are to be faxed within one (1) week of film date to the Department at 336-679-6769 - Attention: TB/Communicable Disease Control Nurse. The Department may change the method of notification at any time by providing written notice to the Contractor of the new notification method to be used.
- ii. For results that are "Suspicious of Active Tuberculosis" or "Can Not Rule Out Active Tuberculosis", a call is to be placed to the Department immediately. The Contractor shall ask for the Nursing Supervisor and/or the TB/Communicable Disease Control Nurse to receive the report. A written report is to be faxed within three (3) days of film date to the Department at 336-679-6769 - Attention: Nursing Supervisor and/or TB/Communicable Disease Control Nurse. The Department may change the method of notification at any time by providing written notice to the Contractor of the new notification method to be used.
- iii. For results that recommend additional films or testing, the Contractor is to fax results within three (3) days of film date to the Department Attention: Nursing Supervisor and/or TB/Communicable Disease Control Nurse.
- f. The Contractor is prohibited from billing clients any charges for the performance of mammography or TB chest x-ray interpretation.
- g. In no event shall payments by the Department for all services performed under this Agreement exceed \$270.00 during any fiscal year (which shall run from July 1 through June 30).
- h. All parties to this Agreement shall abide by all laws and regulations governing the confidentiality of patient information and further agree to vigorously safeguard privileged information.
- i. The Contractor shall obtain payment for above listed services by billing Medicare, Medicaid and private insurance. The Department should be billed only as a payor of last resort for clients who have been referred by the Department at the following address:

Yadkin County Medical Clinic
PO Box 548
Yadkinville, NC 27055

Each bill should include the Contractor's name, address, Federal Tax Identification Number or Social Security Number, the Patient's Name, the service provided, the date the service was provided, the cost for each service and the amount that is due and owed.

- j. The Contractor shall ensure that no person, solely on the grounds of race, color, age, religion, sex, or national origin, shall be excluded from participation in, be

denied the benefits of, or be subject to discrimination under any program or activity covered by this Agreement, and Contractor shall otherwise comply with all applicable laws, regulations, industry standards, and contractual requirements regarding non-discrimination.

- k. The Contractor shall ensure that no otherwise qualified handicapped individual, solely by the reason of his/her handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Agreement, and Contractor shall otherwise comply with all applicable laws, regulations, industry standards, and contractual requirements regarding non-discrimination.

II. The CONTRACT MONITOR for the Department is:

Debbie Dennis
Public Health Nurse
Yadkin County Medical Clinic
PO Box 548
Yadkinville, NC 27055
(336) 679-4210, ext. 7596

The Department's Contract Monitor is the primary point of contact for the Department for matters relating to this Agreement. The Contractor shall contact this person immediately if the Contractor is unable to fulfill any of the requirements of this Agreement or has any questions regarding the interpretation of the provisions of the Agreement. The Department may change its Contract Monitor by providing written notice to Contractor.

III. The Contractor's Contract Monitor is

Paul J. Beerman, M D
Yadkin River Radiology, P.A.
1365 Westgate Center Dr., Suite K-1
Winston Salem, N C 27103

The Contractor's Contract Monitor is the primary point of contact for matters relating to this Agreement. The Contractor's Contract Monitor shall contact the Department's Contract Monitor immediately if the Contractor is unable to fulfill any of the requirements of this Agreement or if there are any questions regarding the interpretation of the provisions of this Agreement. The Contractor may change its Contract Monitor by providing written notice to Department.

IV. Contractor shall comply with all federal, state, and local laws and regulations, including, if this Agreement is subject to its provisions, Section 1861(v)(1)(I) of the Social Security Act and all regulations promulgated thereunder (initially codified at 42 C.F.R. 420.300 *et seq.*, as amended). Contractor shall perform the obligations as may be from time to time specified for Subcontractors under Section 1861(v)(1)(I) of the Social Security Act 1861 and any successor regulations (collectively, the "Regulations"), including providing the United States Department of Health and Human Services ("HHS") and its duly authorized representatives access upon request to Contractor's books, documents and records until expiration of four (4) years after

termination of this Agreement. If any such request for Contractor's books, documents and records is made, Contractor shall immediately give notice of such request to the Agency, and Contractor shall consult and cooperate with the Agency concerning the proper response to such request. Contractor shall provide the Agency with a copy of each book, document and record made available to the Controller General, HHS, and their duly authorized representatives or shall identify each such book, document and record and grant the Agency access thereto for review and copying.

V. This Agreement shall remain in effect until terminated by mutual agreement of the parties or terminated unilaterally pursuant to this paragraph. This agreement may be terminated unilaterally by either the Contractor or the Department giving 60 days written notice to the other party's Contract Monitor. In the event of a contract termination, the Department will pay the Contractor all fees for services that the Contractor has incurred pursuant to this Agreement to the date of termination.

VI. If the Department at any time does not require the Contractor to satisfy any of the Contractor's obligations under this Agreement, or if the Department fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the Department's ability to require the Contractor to satisfy those obligations in the future or the Department's ability to enforce its rights or privileges in the future. If the Department waives any breach of this Agreement by the Contractor, that shall not be deemed a waiver of any later breach by the Contractor, nor shall it be deemed a waiver of this section of the Agreement.

VII. For purposes of this Agreement, the Contractor at all times shall be considered an independent contractor, and the Department shall not be deemed the employer of the Contractor or any of the Contractor's agents or employees, nor shall the Department be responsible for the actions or omissions of the Contractor or its agents and employees. For purposes of this Agreement, the Contractor and its agents and employees shall not be deemed an employee of the Department for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

VIII. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

IX. The Contractor may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the Department.

X. The Contractor warrants that it shall perform all services under this Agreement in accordance with industry standards and the Department's expectations and to the Department's full satisfaction. The Contractor shall defend, indemnify, and hold harmless the Department and the County of Yadkin and their officials, employees, and agents from and against any and all losses, liabilities, claims, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement, including those for bodily injury, death, or property damage. The Contractor's obligations under this section shall survive the termination of this Agreement.

In witness whereof, the parties have executed this Agreement:

Yadkin River Radiology, P.A.

By: Paul Beebe
Its: President
Date: 5/25/17

Yadkin County

[Signature]
By: LISA L. HUGHES
Its: County Manager
Date: 6/26/17

Name of Counterparty:

Yadkin River Radiology

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

As of the date listed below, the entity 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 entity listed above to make the foregoing statement.

<u>Paul J. Beerman M.D.</u>	<u>5/25/17</u>
Signature	Date
<u>Paul J. Beerman, M.D.</u>	<u>President</u>
Printed Name	Title