

Spokane Regional Health District Vendor Agreement		AGREEMENT NUMBER	
		PURCHASE ORDER NUMBER	
PURPOSE The purpose of this Agreement is to set out the terms and conditions upon which the parties to this Agreement shall provide the services set forth in "Attachment A – Statement of Work". This Agreement is by and between the Spokane Regional Health District, hereinafter referred to as "SRHD" and the party(s) whose name(s) appear(s) in #4 (Vendor Name and Address) below, hereinafter referred to as the "Vendor."			
1. ORIGINATOR'S NAME		2. PROGRAM	3. PHONE NUMBER
4. VENDOR NAME AND ADDRESS (contract)		5. PHONE NUMBER	
6. CONTACT NAME FOR SIGNATURE AUTHORITY		7. EMAIL ADDRESS	
8. VENDOR NAME AND ADDRESS (billing and invoicing)		9. PHONE NUMBER	
10. CONTACT NAME		11. EMAIL ADDRESS	
12. VENDOR NAME AND ADDRESS (clinical service)		13. PHONE NUMBER	
14. CONTACT NAME		15. EMAIL ADDRESS	
16. FEDERAL ID OR SSN	17. DUNS NUMBER	18. AGREEMENT PERIOD TO	
	19. AGREEMENT AMOUNT Per Fee Schedule	20. NUMBER OF PAGES	
STATEMENT OF WORK: See "Attachment A – Statement of Work"			
COMPENSATION: See "Attachment B – Compensation"			
SPECIAL PROVISIONS: See "Attachment C – Special Provisions"			
STANDARD PROVISIONS: See "Attachment D – Standard Provisions"			
FEDERAL CERTIFICATIONS: See "Attachment E – Federal Certifications"			
BY THEIR SIGNATURES BELOW, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT			
VENDOR'S SIGNATURE	DATE	PRINT NAME AND TITLE	PHONE NUMBER
SRHD'S SIGNATURE	DATE	PRINT NAME AND TITLE Lloyd Lee Smith, Administrator	PHONE NUMBER (509) 324-1518

OVERVIEW

The Spokane Regional Health District (SRHD) has the responsibility of overseeing the implementation of the Washington State Breast, Cervical, and Colorectal Health Program in nine eastern Washington counties: Adams, Asotin, Ferry, Pend Oreille, Stevens, Whitman, Lincoln, Garfield, and Spokane. The program is referred to as the Breast, Cervical, and Colorectal Health Program.

This contract is made by Spokane Regional Health District's Breast, Cervical, and Colorectal Health Program to provide office visits with clinical services and follow-up client coordination and tracking for the following cancer screenings: breast, cervical, and colorectal.

The objective of the Breast, Cervical, and Colorectal Health Program is to decrease the morbidity and mortality of breast, cervical, and colorectal cancers by providing screenings to eligible people.

Definitions:

"Spokane Regional Health District" (SRHD) and "Breast, Cervical, and Colorectal Health Program" (BCCHP) are used interchangeably in this contract.

Eligibility guidelines for patients are defined on the website:
<http://www.srhd.org/providers/bchp-hcp.asp> (see "Eligibility Guide").

"Consent Form" refers to a BCCHP-specific form which patients must sign prior to official acceptance of the patient into the BCCHP. The form documents patients' consent to release of medical information to the BCCHP as well as patients' acknowledgement that they are liable for payment of services if they provided false information required for eligibility determination. The consent form can be found here: <http://www.srhd.org/providers/bchp-hcp.asp> (See "Consent" under Forms).

"Enrollment Form" (formerly referred to as the "Authorization Form") refers to a BCCHP-specific form which clinicians must complete prior to official acceptance of the patient into the program. The enrollment form can be found here: <http://www.srhd.org/documents/Providers-BCCHP/BCCHPEnrollmentForm.pdf>.

Summary of Contract Guiding Principles:

Collectively, these four guiding principles are the basis for the Statement of Work (Attachment A).

It is the intent of the BCCHP to ensure the following:

1. The Vendor is not unduly burdened by participating in the BCCHP.
 - Participating medical practices do not have the sole burden of providing BCCHP-specific services for this program.
 - Vendor will adhere to the protocols specifically outlined within this contract in the event the Vendor chooses to provide BCCHP-specific medical services to BCCHP-covered patients.

2. The Vendor is paid in a reasonable amount of time.
 - BCCHP can only authorize payments when the Vendor has completed and submitted the appropriate forms and reports for services provided.
 - In the event of any lab, radiology, facility, and/or anesthesiology fees, the Vendor will submit the appropriate Health Insurance Claim Forms (HCFAs), in addition to any test results and/or BCCHP-specific forms when possible..
 - The goal of BCCHP is to receive BCCHP-specific forms within 10 days after services are rendered. Receipt of proper forms reduces time spent by BCCHP to process reimbursements.
3. BCCHP-covered patients do not experience unnecessary financial hardship.
 - Providers will refrain from billing BCCHP-covered patients for non-covered medical services unless the patients knowingly agree to pay and providers document the patients' explicit, informed consent to pay prior to billing patients for any non-covered medical services.
4. BCCHP-covered patients receive quality, timely medical care.
 - Medical services be rendered by people and agencies with proper licensure and certifications; and
 - Services are rendered in a timely manner, consistent with the industry standards.

ATTACHMENT A
Statement of Work
STATEMENT OF WORK

is referred to as the Vendor.

Regarding general requirements, given the above mentioned guiding principles of this contract, the Vendor will:

1. Become familiar with the BCCHP website and gain a practical understanding of the program eligibility guidelines. Make every reasonable attempt to use the website for program assistance. The website address is <http://www.srhd.org/providers/bchp-hcp.asp>.
2. See the BCCHP website for all BCCHP policies, forms, and reimbursement rates.
3. Provide the professional, contracted medical services, such as screening exams, interpretation of mammography screening services, contracted lab services to women referred by a clinician, or contracted diagnostic services as allowed by the BCCHP policies in exchange for payments per fee schedule.
4. Maintain documentation of all state licensure or registration numbers for Vendor and Vendor's staff, when applicable by state law. If requested by SRHD, provide proof of documented information upon request by SRHD within a reasonable time.
5. Establish and maintain a system of professional services at or above the industry standard for those services rendered on behalf of BCCHP-covered patients. The goal of BCCHP is to maintain a system that facilitates
 - a. A final diagnosis within 60 days of a screening mammogram or Clinical Breast Exam (whichever comes first), whenever a diagnostic work-up is planned; and
 - b. Initiation of patients' cancer treatments within 60 days of a cancer diagnosis.
6. Assure that a minimum of one representative attend one SRHD-provided training per year on the BCCHP.
7. Understand that SRHD may annually visit Vendor to complete a site review. The purpose of the site review is to assure quality control, contractual compliance, and to provide clinics with the opportunity for dialogue with the Breast, Cervical and Colon Health Program. During the site review, Vendor will make available to the SRHD financial records, billing information, appointment logs, referral information, and provide a completed self-assessment questionnaire for SRHD staff to review.

Regarding payment-specific requirements, given the above mentioned guiding principles of this contract, the Vendor will:

8. Accept payments from SRHD for services as payment in full.
9. Assure that their BCCHP-covered patients are not charged additional fees for services provided under this agreement.
10. Understand that BCCHP is the payer of last resort. Participating primary care providers agree to file third-party claims prior to invoicing SRHD for services. Participating primary care providers are encouraged to determine immediately the amount covered by the third-party payer and determine the maximum amount covered by the third-party payer no later than 30 days after services are performed. Timeliness of reimbursements

to Vendor may be impacted by primary care providers' compliance with BCCHP systems.

11. Make every reasonable effort to submit an explanation of benefits from the third party payer to the SRHD data manager immediately upon request. If the third-party payment is greater than or equal to the maximum allowable cost described in the BCCHP fee schedule, the provider will not bill the SRHD or the patient for services. If the third party payment is less than the maximum allowable costs described in the BCCHP fee schedule, the provider will bill the SRHD for the difference. In these circumstances, Vendor will not bill the patient for the difference.

Regarding specific medical service requirements, given the above mentioned guiding principles of this contract, the Vendor will:

12. When able, enroll patients who may be eligible for the BCCHP, or screen them for eligibility using the BCCHP Guidelines and contact the SRHD for enrollment and authorization, putting special emphasis on recruiting and enrolling people who have not been screened within the last five years and on women 50-64 years old.
13. Obtain an authorization number for each patient who receives BCCHP-covered services prior to billing SRHD for any BCCHP-covered services.
14. Document services performed, including test results, of all BCCHP-covered patients. Provide documentation to BCCHP and to ordering clinician.
15. Make every reasonable attempt to provide patients with information on decreasing the risks for developing breast, cervical, and colorectal cancer. Information provided must be from a credible source, such as American Cancer Society, National Public Health, or the National Cancer Institute.
16. Submit appropriate documents for reporting and billing purposes. Vendor will make every reasonable attempt to submit the proper BCCHP forms and reports within 10 days from the date of service to SRHD. The following is a list of proper BCCHP forms and reports:
 - a. Consent Form
 - b. Enrollment Form
 - c. Health Examination Reimbursement Form
 - d. Patient's Health Examination and Screening Services Form
 - e. Radiology – Evaluation Reporting Form (when applicable)
 - f. Copy of pap test results (when applicable)
 - g. Diagnostic Follow-up Form (when applicable)
 - h. Release/Consent for Breast or Cervical Cancer Treatment Form (when applicable)
 - i. Results (when possible)
 - i. For Labs and Radiology only
 - j. HCFA's
 - i. For Facilities, Anesthesiology, Labs and Radiology only
17. Follow the BCCHP screening algorithms, unless in the provider's professional, medical judgment, there is medical evidence to support performing screening services outside of the algorithm, and the provider documents the reasons for performing a service outside of the algorithms. Note that SRHD will only reimburse those services listed on the Fee Schedule.

18. Adhere to BCCHP screening policies and identify and recall patients for exams. Vendor will perform screening examinations, and follow-up where needed, in accordance with guidelines established by the Washington State Breast, Cervical and Colorectal Health Program and the Centers for Disease Control and Prevention. Providers who do not follow these guidelines may be held responsible for all fees incurred.
19. Make timely and appropriate referrals, especially referral and follow-up of patients with abnormal or suspicious cancer test results.
20. Make every reasonable attempt to contact patients who do not complete follow-up diagnostic or treatment services and document the attempt(s) to contact the patient.
21. When referring a patient for further BCCHP-covered medical services, provide facilities to which Vendor refers with appropriate referral information, including patients' authorization numbers.
22. Make every reasonable effort to refer patients to SRHD-contracted facilities. All reimbursements for allowable fees for services will be sent directly to SRHD-contracted laboratories. If it is necessary to refer patients elsewhere, fees will be reimbursed to Vendor who is responsible to forward payment to the non-contracted facility. SRHD will only pay up to allowable limits according to Fee Schedule. Vendor accepts all responsibility to pay for any fees exceeding the BCCHP reimbursement rates as well as patient follow-up and BCCHP program paperwork.
23. Assure that all non-contracted facilities to which Vendor refers BCCHP-covered patients meet the requirements of this Statement of Work.
24. Secure preauthorization from BCCHP for LEEP or cold-knife conization of the cervix, as a diagnostic procedure, based on the recommendations of the Washington State Breast, Cervical and Colorectal Health Program Medical Advisory Committee.
25. Assure the following standards are met if mobile mammography is provided:
 - 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 12 hours of the mammography services.
26. Ensure that cytological screening done on BCCHP-covered patients are done on the premises of a qualified laboratory that meets the standards and regulations for implementing the Clinical Laboratory Improvement Act (CLIA).
27. Ensure that mammography screening done on BCCHP-covered patients are 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.
28. Place all biopsy specimens taken during a colposcopy in one specimen container in accordance with the Washington State Breast, Cervical and Colorectal Health Program Medical Advisory Committee guidelines.
29. Report lab results of cervical cancer screening using the Bethesda Report System.
30. Adhere to the BCCHP Cervical Screening, Conization or LEEP Procedures for Final Cervical Diagnosis, and Physician Discretion Policies.

**ATTACHMENT B
Compensation**

COMPENSATION

Vendors will submit appropriate forms to Spokane Regional Health District based on Statement of Work requirements. Reimbursements will be made monthly according to the EWBCCHP Fee Schedule.

Contracts are not capped, but are on a fee-for-service basis. **SRHD agrees to make a good faith effort to reimburse Vendor claims within 30 days of submission of complete forms (see Attachment A “Statement of Work”), provided Vendor has complied with the terms of this contract.** Signed and fully executed contracts are required before any payments will be paid by SRHD. Services provided without a signed contract will be held and subject to receipt of signed contract and availability of funds under current contract cycle.

Send appropriate forms to:

Program Coordinator
BCCHP
Spokane Regional Health District
1101 W. College, Ste. 401
Spokane, WA 99201
509.324.1553 or 888.461.8876
Fax 509.324.1599

For billing inquiries, contact:

Program Manager
BCCHP
509.324.1538 or 888.461.8876
Fax 509.324.1599

Division Code	Program Code	Project Code	Amount
300	431	33991900	Per Fee Schedule
300	431	33928300	Per Fee Schedule
300	431	36000020	Per Fee Schedule
		Total	

ATTACHMENT C
Special Provisions
SPECIAL PROVISIONS

Vendor shall carry professional liability insurance in an amount no less than one million dollars (\$1,000,000). The Vendor shall maintain the designated liability insurance in full force and effect during the term of this contract and for such period thereafter as necessary. The cost and expense of such insurance and all obligations of the insured there under shall be borne by the Vendor. Any such insurance shall not be cancelled, materially changed, or renewal refused without thirty (30) days prior notice to the SRHD. Vendor will have insurance information available for inspection upon SRHD request.

SAMPLE

ATTACHMENT D
Standard Provisions
STANDARD PROVISIONS

1. HOLD HARMLESS

Vendor expressly agrees to indemnify and hold harmless the SRHD and all of its Board members, directors, agents and/or employees from and against all claims, suits or actions and the costs, judgments, expenses and attorneys fees in connection therewith arising from any intentional or negligent act or omission of the Vendor, or agents of the Vendor, while performing under the terms of this Agreement.

2. VENDOR NOT EMPLOYEE OF THE DISTRICT

By signing this agreement, the Vendor acknowledges that he/she is an independent Vendor and certifies that he/she is not a current SRHD employee or agent. This agreement shall become null and void if the Vendor accepts employment with SRHD. The Vendor agrees not to make any claim, demand, or application to or for any right or privilege applicable to a SRHD employee including, but not limited to, worker's compensation coverage, retirement membership, or credit or any other benefit which would accrue to a civil service employee under Chapter 41.06 RCW. The Vendor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services.

3. SAFEGUARDING OF PERSONALLY IDENTIFIABLE INFORMATION

The use or disclosure by any party of any information concerning an identified individual for any purpose not directly connected with the administration of this agreement is prohibited except by written consent of the client, his/her attorney, or his/her responsible parent or guardian in compliance with state and federal laws. Federal HIPAA Title II regulations must be followed by all parties to this agreement regarding privacy, confidentiality, and security of personally identifiable health data.

4. STATUTORY AND REGULATORY COMPLIANCE

The Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines and standards applicable to any service provided pursuant to this Agreement.

The Vendor represents that s/he is fully qualified and possesses all necessary licenses to perform the services described in this Agreement.

5. CHANGES AND MODIFICATIONS

The SRHD may, at any time, by written notification to the Vendor, make changes within the general scope of the services to be performed under the Agreement. A written Agreement Amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance, or both, may be made, if required by the change.

6. REQUIREMENTS TO OBTAIN PAYMENT

SRHD shall pay the Vendor an amount not to exceed the rate schedule for work performed when the submitted invoice contains:

The agreement number and purchase order number

Quantity of work performed in accordance with the Statement of Work and required attachments

Dates of work performed

Official company invoice or the signature of the Vendor

7. ADVANCE PAYMENTS PROHIBITED

There is to be no payment in advance or in anticipation of services or supplies to be provided under this agreement.

8. A-133 REQUIREMENTS

Subrecipients shall adhere to the federal office of management and budget (OMB) circular A-133 as well as all applicable state statutes and regulations.

A subrecipient who expends \$300,000 or more in federal awards during a given fiscal year shall have a single or program specific audit for that year in accordance with the provisions of OMB circular A-133.

9. OWNERSHIP OF MATERIALS DEVELOPED

All finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Vendor under this Agreement, excluding confidential client information, shall become the property of the SRHD.

10. RIGHT OF INSPECTION

The Vendor shall provide the SRHD the right of access to its facilities (excluding materials which are confidential under RCW 70.24.015, 70.24.022 or 70.24.105) at all reasonable times in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement on behalf of the SRHD.

11. NON-DISCRIMINATION

In the performance of this Agreement, the Vendor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794f), Chapter 49.60 RCW, and the Americans with Disabilities Act (P.L. 101-336), as now or hereafter amended. Nondiscrimination requirements include, but are not limited to:

NON-DISCRIMINATION IN EMPLOYMENT: The Vendor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental, or physical disability. The Vendor shall take affirmative steps to ensure that employees are not discriminated against during employment. Such steps shall include, but not be limited to employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.

NON-DISCRIMINATION IN CLIENT SERVICES: The Vendor shall not deny any individual any services or other benefits provided under this Agreement, on the grounds of race, color, sex, religion, national origin, sexual orientation, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical disability.

12. TERMINATION OF AGREEMENT WITH CAUSE

This Agreement may be terminated by the SRHD at any time with cause when SRHD deems in its sole discretion that non-compliance has occurred. If this Agreement is so terminated, the SRHD shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

In the event of the Vendor's noncompliance or refusal to comply with the above referenced nondiscrimination statutes, this Agreement may be rescinded, canceled or terminated in whole or in part and the Vendor may be declared ineligible for further agreements with the SRHD. The Vendor shall, however, be given a reasonable time in which to cure this noncompliance.

In agreements based upon time and materials there must be equity as determined solely by the SRHD between percent of payment made and percent of service completed.

13. TERMINATION OF AGREEMENT without cause

This Agreement may be terminated with 30 days notice by the SRHD at any time without cause when it deems in its sole discretion such termination to be in the best interest of the SRHD or the District's clients. If this Agreement is so terminated, the SRHD shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. Elimination or reduction of budget expenditure authority may lead to such termination.

14. CONFLICT OF INTEREST

The SRHD may, by written notice to the vending party, terminate this agreement if it is found after due notice and examination by the SRHD that there is a violation of the Ethics in Public Service Act, Chapter 42.42 RCW or any similar statute involving the Vendor in the procurement of, or performance under, this agreement.

In the event this agreement is terminated as provided above, the SRHD shall be entitled to pursue the same remedies against the vending party as it could pursue in the event of a breach of the agreement by the vending party. The rights and remedies of the SRHD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

15. MAINTENANCE OF RECORDS

Books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement shall be maintained for a period of six years. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the SRHD.

16. TREATMENT OF ASSETS

Any property of the SRHD furnished to the Vendor shall, unless otherwise provided herein or approved by the SRHD, be used only for the performance of this agreement.

The Vendor shall be responsible for any loss or damage to property of the SRHD which results from the failure on the part of the Vendor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any SRHD property, the Vendor shall notify the SRHD thereof and shall take all reasonable steps to protect that property from further damage. The Vendor shall surrender to the SRHD all property of the SRHD prior to settlement upon completion, termination or cancellation of this agreement.

Reference to the Vendor under this clause shall also include Vendor's employees, agents or Sub-Vendors.

17. ALL AGREEMENTS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid by a court of law, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision.

19. JURISDICTION/VENUE/ATTORNEY'S FEES

Except as otherwise provided in this agreement, when a genuine dispute arises between the SRHD and the Vendor that requires judicial decision, the jurisdiction and venue for such disputes shall be the Spokane County Superior Court and Washington law shall apply. In any

such dispute, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

SAMPLE

ATTACHMENT E
Federal Certifications

FEDERAL CERTIFICATIONS

All Spokane Regional Health District agreements that represent the use of federal dollars must assure the following certifications with vendors:

1. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the vending organization) certifies, to the best of his or her knowledge and belief, that:

- a) 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 any 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 agreement, 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 agreement, grant, loan, or cooperative agreement.
- b) If any funds other than Federally 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- c) The undersigned shall require that the language of this certification be included in the award documents for all agreements at all tiers (including sub-agreements, and agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- a) By signing and submitting this proposal, the prospective Vendor is providing the certification set out below.
- b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective Vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective Vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d) The prospective Vendor shall provide immediate written notice to the department or agency to whom this agreement is submitted if at any time the prospective Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this agreement is submitted for assistance in obtaining a copy of those regulations.
- f) The prospective Vendor agrees by submitting this agreement 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NWOI.
- g) The prospective Vendor further agrees by submitting this agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h) 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement List (of excluded parties).
- i) 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.
- j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, NWOI may terminate this transaction for cause or default.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

a) The prospective VENDOR certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- 4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the vending organization) certifies that the Vendor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Vendor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the agreement, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the vending organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the vending organization will comply with the Public Health Service terms and conditions of award if a agreement is awarded.

6. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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, agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the vending organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The vending organization agrees that it will require that the language of this certification be included in any subagreements which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

Where the prospective VENDOR is unable to certify to any of the statements in this certification, such prospective VENDOR shall attach an explanation to this proposal.