



## REQUEST FOR BOARD ACTION

ITEM NO. 7h.

**DATE OF MEETING:** July 23, 2012

**REQUESTED BY:** Carolyn Moser, Health Director, Pender County Health Department

**SHORT TITLE:** Resolution Authorizing Approval of Purchases Orders for Health Department Radiology and Mammography Services Contracts for Fiscal Year 2012-2013: \$22,944

**BACKGROUND:** Larry Dashow, MD is the general surgeon who provides fine needle aspiration breast biopsies and follow-up to mammography-directed women who are not eligible for Medicaid, Medicare, or private insurance and are referred by the health department. Dr. Dashow accepts the rate of pay set by BCCCP. Pender Memorial Hospital is utilized as the sole source for chest x-rays at a rate of \$34.00 for each unilateral chest x-ray, bilateral \$53.00 and each mammogram at a rate set by BCCCP (Breast Cancer & Cervical Cancer Program). Delaney Radiologists (established through Pender Memorial) provides interpretation of chest x-rays and mammograms. Chest x-rays are interpreted at a rate of \$15 per film for unilateral chest x-rays, \$30 per film for bilateral chest x-rays and mammograms are interpreted at a rate set by BCCCP.

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing purchase orders for radiology and mammography service contracts in the amount of \$22,944 for Fiscal Year 2012-2013.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

the Board hereby authorizes a purchase order to Larry Dashow, M.D. in the amount of \$1,500, Pender Memorial Hospital in the amount of \$13,000 and Delaney Radiology in the amount of \$8,444 for radiology and mammography services for the fiscal year of 2012-2013. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

900064 404500	Contract Services (Larry Dashow, MD)	\$ 1,500
900052 404500	Contract Services (Pender Memorial Hospital)	7,000
900064 404500	Contract Services (Pender Memorial Hospital)	\$ <u>6,000</u>
	TOTAL Pender Memorial Hospital	\$13,000
900052 404500	Contract Services (Delaney Radiology)	\$ 3,000
900064 404500	Contract Services (Delaney Radiology)	<u>5,444</u>
	TOTAL Delaney Radiology	\$ 8,444
	<b>TOTAL</b>	<b>\$ 22,944</b>

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ Tate \_\_\_ Rivenbark \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman                      Date

\_\_\_\_\_  
ATTEST    Date

HEALTH PROFESSIONAL CONTRACT

WHEREAS, the Centers for Disease Control has awarded funds to the North Carolina Department of Health and Human Services for the purpose of early detection of breast and cervical cancer for low income women in the state, and

WHEREAS, the Department of Health and Human Services has awarded funds to the Pender County Health Department to assure the provision of services on the local level, and

WHEREAS, it is necessary for the Pender County Health Department to contract for the provision of screening and diagnostic mammography services through the Breast and Cervical Cancer Control Program (BCCCP), and

WHEREAS, the Centers for Disease Control has mandated certain standardized requirements,

WITNESSETH:

THIS AGREEMENT, entered into this 1ST day of JULY, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and LARRY J. DASHOW, M.D. (hereinafter called "Professional"), whose principal office and place of business is in Pender County.

Professional has agreed to provide clinical mammography services and/or medical consultation, and oversight in support of said programs;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference. **The Professional is prohibited from billing any additional charges for the performance of any and all mammography services.**

2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 14, with possible extension

for four (4) additional one year periods if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Professional for services rendered pursuant to this agreement listed and in accordance with the "North Carolina Breast and Cervical Cancer Control Program 2011-2012 Services Fee Schedule":

- Screening and repeat mammograms \$ 44.26  
*(defined as two (2) views of each breast in asymptomatic women)*
- Diagnostic unilateral follow-up mammogram \$ 49.48
- Diagnostic bilateral follow-up mammogram \$ 64.48  
*(diagnostic mammography shall be indicated for women over forty (40) years of age who are referred by the clinician because of abnormal findings on clinical breast examination or for women found to have abnormal screening mammograms)*
- Fine Needle Aspiration \$136.18
- Fine Needle Aspiration *(with imaging guidance)* \$131.44

4. Independent Contractor. Professional acknowledges that, in entering into this contract and providing services, Professional is acting as an independent contractor; Professional shall not be deemed or construed to be employees of the Department or Pender County. Professional shall be solely responsible for payment of all required State and Federal taxes. Professional shall acquire any Continuing Medical Education (CME) on the Professional's own time.

5. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

6. Insurance. Professional shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of "A" or higher, and acceptable to County, of the kinds and minimum amounts specified below.

Workers Compensation and Employers Liability Insurance

The Contractor will be required to provide a copy of the insurance binder that indicates the period of coverage.

Professional Liability Insurance

The Contractor will be required to obtain and maintain Professional Liability Insurance and shall hold and save the Department and Pender County harmless from any and all liability and expenses, including attorney's fees, court costs and all other costs incurred by the Contractor, which are caused by the negligence of the Contractor. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

7. Assignability. It is mutually agreed by the parties hereto that this contract is not transferable and shall not be assigned by either party without the written consent of the other party to this contract.

8. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

9. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

10. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

11. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

**To Department:**

Pender County Health Department  
ATTN: Donna Ramos, Finance  
P. O. Box 1209  
Burgaw, NC 28425

**To Professional:**

Larry Dashow, M.D.  
308 S. Bennett St.  
Burgaw, NC 28425

12. Nondiscrimination. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

13. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. Payments must not exceed **\$1500.00** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

14. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

15. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

16. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**PROFESSIONAL**

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Larry J. Dashow, M.D.

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
County Finance Officer

## SCHEDULE A

### Scope of Services

Professional shall provide clinical mammography services and/or medical consultation through the BCCCP program to the Department. Patients eligible for BCCCP include women age 40-64 years of age who are uninsured or underinsured, subject to the limitations of the program and primarily residents of Pender County and are ***not*** covered by Medicaid/Medicare, private insurance using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

### Professional shall:

- Provide Fine Needle Aspiration Breast Biopsies to women referred by the Department for these services.
- Receive, interpret and notify the Department of the results of breast biopsies.
- Provide recommendations to the Department concerning the need for further care based on the clinical and diagnostic results.
- Follow-up of patients screened shall be performed as follows:
  - For breast biopsies that show cancer in-situ, cancer invasive or other cancer, the Professional shall notify the Department of the results by phone or fax within three (3) days (should not be more than three (3) days of receiving the specimen and shall send the written report by mail within one (1) week.*
- See the patients referred by the Department for fine needle aspiration breast biopsy within a one-week time frame.
- Receive copies of the patient's history, physical, lab and abnormal mammogram results.

**HEALTH PROFESSIONAL CONTRACT**

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and **Pender Memorial Hospital** (hereinafter called "Hospital"), whose principal office and place of business is in Pender County/New Hanover County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Hospital has agreed to provide interpretation of chest x-rays for patients referred from said programs and **is prohibited from billing patients for any additional charges for the performance of interpretation services;**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Scope of Services.** Hospital shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. **Term of Agreement.** The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 12, with possible extension for four (4) additional one year periods if agreed by both the Department and the Hospital in writing.

3. **Payment.** Department shall pay Hospital for services rendered pursuant to this agreement listed and in accordance with the 2012-2013 contract:

- Screening chest x-ray           \$34.00  
    *(unilateral, 1 view)*
- Diagnostic chest x-ray         \$34.00  
    *(unilateral follow-up, repeat 1 view)*
- Diagnostic chest x-ray         \$53.00  
    *(bilateral follow-up, 2 views)*

4. **Indemnity.** Hospital shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of

actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Hospital hereunder, resulting from the negligence of or the willful act or omission of Hospital, his/her agents, employees and subcontractors.

5. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

6. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

7. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

8. Notices. All notice required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Return Receipt Requested:

**To Department:**

Pender County Health Department  
ATTN: Donna Ramos, Finance  
P. O. Box 1209  
Burgaw, NC 28425

**To Hospital:**

Pender Memorial Hospital  
507 East Fremont  
Burgaw, NC 28425

9. Nondiscrimination. Hospital will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

10. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. Payments must not exceed **\$7,000** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

11. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

12. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

13. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**HOSPITAL**

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Hospital Administrator  
Pender Memorial Hospital

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
County Finance Officer

## SCHEDULE A

### Scope of Services

Hospital shall provide clinical interpretation services and/or medical consultation through the Communicable Disease program to the Department. Patients eligible for clinical chest x-ray interpretations include children and/or adults who are primarily residents of Pender County and are either covered by Medicaid/Medicare, private insurance, or are uninsured for clinical chest x-ray interpretations using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

Hospital shall:

- Provide results on a screening or a diagnostic repeat chest x-ray to the Department by mail within one week of performing the interpretation.
- Notify the Department of the results by phone or fax for screening or diagnostic repeat chest x-ray that indicates the need for further evaluation that are **“Suspicious”** or have a **“High Probability of Abnormality”**, within three (3) days and shall send the written report by mail within one (1) week.

HEALTH PROFESSIONAL CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and Pender Memorial Hospital (hereinafter called "Hospital"), whose principal office and place of business is in Pender County/New Hanover County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Hospital has agreed to provide mammography interpretation services for patients referred from said programs and **is prohibited from billing patients for any additional charges for the performance of interpretation services;**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Hospital shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 12, with possible extension for four (4) additional one year periods if agreed by both the Department and the Hospital in writing.

3. Payment. Department shall pay Hospital for services rendered pursuant to this agreement and in accordance with the "North Carolina Breast and Cervical Cancer Control Program 2011-2012 Services Fee Schedule":

- Screening and repeat mammograms \$44.26  
*(defined as two (2) views of each breast in asymptomatic women)*
- Diagnostic unilateral follow-up mammogram \$49.48
- Diagnostic bilateral follow-up mammogram \$64.48  
*(diagnostic mammography shall be indicated for women over forty (40) years of age who are referred by the clinician because of abnormal findings on clinical breast examination or for*

women found to have abnormal screening mammograms)

- Ultrasound \$59.59

4. Indemnity. Hospital shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Hospital hereunder, resulting from the negligence of or the willful act or omission of Hospital, his/her agents, employees and subcontractors.

5. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

6. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

7. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

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**To Department:**

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ATTN: Donna Ramos, Finance  
P. O. Box 1209  
Burgaw, NC 28425

**To Hospital:**

Pender Memorial Hospital  
507 East Fremont  
Burgaw, NC 28425

9. Nondiscrimination. Hospital will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

10. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total monthly payments

must not exceed **\$4,200** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

11. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

12. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

13. Entire Agreement. This agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**HOSPITAL**

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Hospital Administrator  
Pender Memorial Hospital

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
County Finance Officer

SCHEDULE A  
Scope of Services

Hospital shall provide clinical mammography services and/or medical consultation through the BCCCP program to the Department. Patients eligible for BCCCP include women age 40-64 years of age who are uninsured or underinsured, subject to the limitations of the program and primarily residents of Pender County and are **not** covered by Medicaid/Medicare, private insurance using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

Hospital shall:

- Provide results that are “**Normal**” on a screening or repeat mammogram and “**Negative**”, “**Benign**”, or “**Probably Benign**” on a diagnostic to the Department by mail within two weeks or performing the mammogram.
- Notify the patient’s primary care physician and the Department of the results by phone or fax 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**”, within three (3) days and shall send the written report by mail within one (1) week.

**HEALTH PROFESSIONAL CONTRACT**

THIS AGREEMENT, entered into this 1st day of July, 2012, by and between the PENDER COUNTY HEALTH DEPARTMENT (hereinafter called "Department"), and **DELANEY RADIOLOGISTS** (hereinafter called "Professional"), whose principal office and place of business is in Pender County/New Hanover County.

WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

WHEREAS, Professional has agreed to provide interpretation of chest x-rays for patients referred from said programs and **is prohibited from billing patients for any additional charges for the performance of interpretation services;**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Scope of Services. Professional shall provide the services set forth in Schedule "A", attached hereto and made a part hereof by reference.

2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 12, with possible extension for four (4) additional one year periods if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Professional for services rendered pursuant to this agreement listed and in accordance with the 2012-2013 contract:

- Screening chest x-ray           \$15.00  
    *(unilateral, 1 view)*
- Diagnostic chest x-ray         \$15.00  
    *(unilateral follow-up, repeat 1 view)*
- Diagnostic chest x-ray         \$30.00  
    *(bilateral follow-up, 2 views)*

4. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands,

causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

5. Binding Effect. This contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

6. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this contract.

7. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

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Pender County Health Department  
ATTN: Donna Ramos, Finance  
P. O. Box 1209  
Burgaw, NC 28425

**To Professional:**

Delaney Radiologists.  
1025 Medical Center Drive  
Wilmington, NC 28401

9. Nondiscrimination. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

10. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total monthly payments must not exceed **\$3,000.00** for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

11. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

12. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

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**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**PROFESSIONAL**

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Delaney Radiologists

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
County Finance Officer

## SCHEDULE A

### Scope of Services

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- Notify the Department of the results by phone or fax for screening or diagnostic repeat chest x-ray that indicates the need for further evaluation that are **“Suspicious”** or have a **“High Probability of Abnormality”**, within three (3) days and shall send the written report by mail within one (1) week.

HEALTH PROFESSIONAL CONTRACT

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WITNESSETH:

WHEREAS, Pender County Health Department (hereinafter called "Department") through staff assistance has established public health program(s) (hereinafter called the "Program"); and

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2. Term of Agreement. The term of this contract shall be one year from the date hereof, subject to prior termination pursuant to Section 12, with possible extension for four (4) additional one year periods if agreed by both the Department and the Professional in writing.

3. Payment. Department shall pay Professional for services rendered pursuant to this agreement and in accordance with the "North Carolina Breast and Cervical Cancer Control Program 2011-2012 Services Fee Schedule":

- Screening and repeat mammograms \$34.14  
*(defined as two (2) views of each breast in asymptomatic women)*
- Diagnostic unilateral follow-up mammogram \$34.14
- Diagnostic bilateral follow-up mammogram \$42.43  
*(diagnostic mammography shall be indicated for women over forty (40) years of age who are referred by the clinician because of abnormal findings on clinical breast examination or for*

women found to have abnormal screening mammograms)

- Ultrasound \$26.43

4. Indemnity. Professional shall indemnify and hold Department and Pender County, its agents and employees, harmless against any loss and all claims, demands, causes of actions, or other liability, including attorney fees, on account of contract or personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Professional hereunder, resulting from the negligence of or the willful act or omission of Professional, his/her agents, employees and subcontractors.

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**To Department:**

Pender County Health Department  
ATTN: Donna Ramos, Finance  
P. O. Box 1209  
Burgaw, NC 28425

**To Professional:**

Delaney Radiologists.  
1025 Medical Center Drive  
Wilmington, NC 28401

9. Nondiscrimination. Professional will take affirmative action not to discriminate against any employee/patient or otherwise illegally deny any patient medical care because of race, creed, color, sex, age, disability, or national origin.

10. Non-appropriation. All funds for payment by the Department under this contract are to be billed monthly for service-time provided. The total monthly payments

must not exceed \$3,644 for services rendered under the terms of this contract. Department shall not be obligated under this contract beyond the date of termination.

11. Amendments. This Contract shall not be modified or otherwise amended except in writing signed by the parties.

12. Termination. This agreement may be terminated by either party, at any time without penalty and without cause, provided that written notice of such termination is furnished to the other party with no less than (30) days prior to termination. This agreement may be terminated by either party at any time "for cause" without advance notice and without penalty, for failure in performance of duties or for failure to meet contract provisions.

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**IN WITNESS WHEREOF**, the parties hereto have caused the execution of the foregoing instrument, by authority duly given and in duplication originals, all on the day and year first above written.

**PENDER COUNTY HEALTH DEPARTMENT**

**PROFESSIONAL**

\_\_\_\_\_  
Health Director

\_\_\_\_\_  
Delaney Radiologists

***THIS INSTRUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY***

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

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County Finance Officer

## SCHEDULE A

### Scope of Services

Professional shall provide clinical mammography services and/or medical consultation through the BCCCP program to the Department. Patients eligible for BCCCP include women age 40-64 years of age who are uninsured or underinsured, subject to the limitations of the program and primarily residents of Pender County and are ***not*** covered by Medicaid/Medicare, private insurance using the Pender County Health Department sliding fee schedule. Eligibility shall be determined by the Administrative Support assigned to the Department health care program.

Professional shall:

- Provide results that are “**Normal**” on a screening or repeat mammogram and “**Negative**”, “**Benign**”, or “**Probably Benign**” on a diagnostic to the Department by mail within two weeks or performing the mammogram.
- Notify the patient’s primary care physician and the Department of the results by phone or fax 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**”, within three (3) days and shall send the written report by mail within one (1) week.