

Refugee Medical Screening BASE CONTRACT 2021-STLMO-03

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), henceforth *USCRI*, an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and the City of Columbia, Missouri, henceforth *the Contractor*, henceforth collectively *the Parties*.

- 1. **PURPOSE OF THE CONTRACT:** USCRI agrees to purchase, and the Contractor agrees to provide services and goods to the *eligible populations*.
- 2. **ELIGIBLE POPULATIONS**: The U.S. Department of Health and Human Services Office of Refugee Resettlement, henceforth ORR, designates the following six population groups program eligible: Refugees, Asylees, Cuban/Haitian Entrants, Special Immigrant Visa (SIV) holders, Amerasians, and Victims of Trafficking.
- 3. **TOTAL AMOUNT:** The total amount of this Contract is \$13,806.70.
- 4. **FUNDING OBLIGATION:** This Contract is contingent upon the continued availability of funding. If funds become unavailable due to lack of federal appropriations, federal budget cuts, or any other disruptions to the current federally appropriated funding specific to this Contract, USCRI reserves the right to restrict, reduce, or terminate funding under this Contract prior to 9/30/2021. Disruptions encompass, but are not limited to, delayed transfer of funds between Federal Programs, especially within the Health and Human Services (HHS) agencies; amendment to the Appropriations Act; HHS agency consolidation; as well as Federal Government shutdown.
- 5. **TERM OF THE CONTRACT:** This Contract begins on 10/01/2020 and ends on 09/30/2021. USCRI has the option, in its sole discretion, to renew this Contract for additional specified terms. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later. Any amendment to this Contract must be in writing and signed by the Authorized Official or their duty authorized representatives. USCRI or the Contractor may terminate this Contract by providing the other party 30 days written notice.
- 6. AUTHORITY: As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.
- 7. **PROGRAM NAME:** Missouri Refugee Medical Screening Program

8. STATEMENT OF WORK:

SECTION I: OVERVIEW

Local Refugee Resettlement Agencies (LRAs) will refer eligible individuals/families to the Contractor for medical screening; some eligible individuals may also independently request screening. The Contractor shall complete *medical screening* within a preferred period of thirty (30) days and a maximum of ninety (90) days from arrival in the United States, date asylum granted, or certification of eligibility by ORR. **Medical Screening (also called Domestic Medical Examination by the CDC)** refers to the recommended clinical services for the Eligible Populations according to ORR's Revised Medical Screening Guidelines for Newly Arriving Refugees (State Letter 12-09) and Centers for Disease Control and Prevention (CDC) Guidelines for the U.S. Domestic Medical Examination for Newly Arriving Refugees below.

ORR's Revsied Medical Screening Guidelines for Newly Arriving Refugees (State Letter 12-09): https://www.acf.hhs.gov/orr/resource/state-letter-12-09

CDC Guidelines for the U.S. Domestic Medical Examination for Newly Arriving Refugees: https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/domestic-guidelines.html

The services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the medical screening recipient, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

The Contractor shall comply with all applicable federal and state statutes, regulations, standards, policies, and guidelines, including, but not limited to:

- The Immigration and Nationality Act, 8 U.S.C. §§ 1522;
- Chapter 192, Missouri Title XII Public Health and Welfare; and
- Policy letters, recommendations, or guidances which may be issued by ORR and/or Centers for Disease Control and Prevention (CDC), and forwarded to the Contractor by USCRI, throughout the duration of this contract.

The Contractor shall conduct accurate data collection and reporting related to medical screenings performed.

SECTION II: SCOPE OF SERVICES

USCRI expects and the Contractor agrees, that the services rendered shall encompass the following major areas of activity:

- A. perform medical screening according to ORR and CDC guidelines within a preferred period of thirty (30) days and a maximum of ninety (90) days from arrival in the United States, date asylum granted, or certification of eligibility by ORR.
- B. ensure that each program eligible individual refererred by the local resettlement agency (LRA) or who self presents to Contractor receives a medical screening unless the individual refuses,

- relocates, cannot be located (lost to follow-up), or does not complete screening for some other reason—in which case, the outcome must be documented in the individual medical file as well as reported to USCRI. (See below in 8.2.E);
- C. as part of conducting thorough medical screening, review each client's overseas medical records in the Centers for Disease Control and Prevention's Electronic Disease Notification (EDN) system for all clients with records available in the system at the time of medical screening as well as any additional medical records provided by the client at the time of screening;
- D. submit through the USCRI provided data collection tool known as eSHARE and within 30 days of completing the medical screening, an accurate Health Assessment Form for each eligible individual who underwent the screening process;
- E. using encrypted email, send USCRI a list of clients who completed medical screening on a monthly basis, on the 10th day of the month following when services were provided. This list shall include each client's first name, last name, A number; and screening outcome;
- F. complete quarterly reports using the report template provided by USCRI and by USCRI-specified deadlines.

SECTION III: Funds

A. Funds provided to Contractor under this contract are intended to cover the additional administrative, technical, or educational requirements required to be able to provide medical screening. The costs of providing medical screenings themselves however should be recovered by Contractor through Medicaid or Refugee Medical Assistance (via the designated Third Party Administrator).

SECTION IV: PERFORMANCE MEASURES

The performance measures will be used to assess the level of service effectiveness, and adherence to the terms agreed in the Contract without waiving the enforceability of any of the other terms of the Contract. The Contractor shall maintain sufficient documentation to allow USCRI to evaluate the Contractor's full compliance within these performance measures.

USCRI uses the following information (provided by the Contractor) to perform evaluative performance measurements:

- A. Health assessment form is submitted to USCRI using the eSHARE system within thirty (30) days of completion of health assessment/return of laboratory tests for 90% of eligible individuals. If data indicates a compliance rate for this Performance Measure of less than 75%, USCRI may (at its sole discretion) require additional measures to be taken by the Contractor to improve the performance, on a timeline set by both USCRI and Contractor.
- B. Medical screenings are provided for at least 90% of individuals within ninety (90) days: of arrival to the U.S. (for parolees, refugees, and Special Immigrant Visa holders); of asylum granted date for asylees; or, date of certification for victims of human trafficking. If the Performance Measure indicator shows less than 75% compliance, then USCRI may, at its sole discretion, require additional

measures to be taken by the Contractor to improve the performance. USCRI and the Contractor can jointly draft corrective action if so needed.

SECTION V: BILLING REQUIREMENTS

The Contractor shall request payments using USCRI's Purchase Voucher form and acceptable supporting documentation for reimbursement of required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

rhsinvoice@uscridc.org

- A. Requests for payment should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.
- B. The Contractor shall close all requests for payment within 90 business days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process a request for payments made after the closing period.

Award Start Date: October 1, 2020

9. AWARD INFORMATION:

Award Name: Refugee Medical Screening

Award Number: 2021-STLMO-03 Award End Date: September 30, 2021

10. RENEWALS

Number of Renewals Remaining: 0 Date Renewals Expire: September 30, 2021

11. PAYMENT METHOD

Cost Reimbursement

12. SOURCE OF FUNDS

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs

13. EIN NUMBER

43-8000610

14. DUNS NUMBER

071989024

15. SPECIAL PROVISIONS

- A. The Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each individual with a Notice of Privacy Practices and responding to individuals' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications.
- B. Neither the Contractor nor any subcontractors, shall transfer any patient record through any means to another entity, person, or subcontractor without the written consent of the individual or legally authorized representative, unless required (or permitted without consent) by law in accordance with HIPAA and the State Health and Safety Codes. USCRI may require the Contractor or any subcontractor, to timely transfer an individual's record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the individual or otherwise required by law.
- C. USCRI shall have timely access to a client or patient record in the possession of the Contractor, or any subcontractor, under the authority of Chapter 192, Missouri Title XII Public Health and Welfare. In such cases, USCRI shall keep confidential any information obtained from the client or patient record, as required by Chapter 192, Missouri Title XII Public Health and Welfare.

16. **GOVERNING LAW AND VENUE**

This Contract shall be interpreted under the laws of the State of Missouri. The venue for any lawsuit arising out of this Agreement will be resolved in the relvant judicial district court of the State of Missouri.

17. DOCUMENTS FORMING CONTRACT

The Contract consists of the following:

A. Contract (this document)

2021-STLMO-03

B. Attachments

Budget

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and the Contractor and incorporated herein.

18. **PAYEE**

The Parties agree that the following payee is entitled to receive payment for services rendered by the Contractor or goods received under this Contract.

Name:

City of Columbia

Employer Identification Number:	43-8000610	
DUNS Number:	071989024	

19. ENTIRE AGREEMENT

The Parties acknowledge that this Contract is the entire agreement and that there are no other agreements or understandings, written or oral, between the Parties, other than as set forth in this Contract.

20. LIABILITY

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

U.S. Committee for Refugees and Immigrants	City of Columbia, on behalf of Columbia Boone County Public Health and Human Services	
Signature of Authorized Official	Signature of Authorized Official	
Cikinder Negash		52
	John Glascock, City Manager	
Date11/12/2020	Date	
Eskinder Negash President and CEO 2231 Crystal Drive	ATTEST:	
Suite 350 Arlington, VA 22202	Sheela Amin, City Clerk	
(703) 310-1130	APPROVED AS TO FORM:	
	Nancy Thompson, City Counselor	

USCRI

	USCRI	
	BUDGET SUMMARY FORM	
Legal Name of Respondent:	FY2021 City of Columbia, MO	
Legal Hame of Respondent	City of Columbia, MO	
		Total Budget
		\$13,806.70
	Budget Categories	Total Budget
LANGUA SANGTAN	PERSONNEL	\$10,1\$1,98
	TOTAL PERSONNEL	\$10,151.98
В	FRINGE BENEFITS Fridge Benefits (% of the salary)	\$3,654.71 \$3,654.71
	TOTAL PERSONNEL INCLUDING FRINGE BENEFITS	\$13,806.70
11.11.11.11.11.11.11.11.11.11.11.11.11.	TRAVEL	\$0.00
	TOTAL TRAVEL	\$0.00
D	ĒQÜIPMENT	\$0.00
	TOTAL EQUIPMENT	\$0.00
E.	SUPPLIES	\$0.00
	TOTAL SUPPLIES	
	. CONTRACTUAL	\$0.00
	TOTAL CONTRACTUAL	\$0.00
	OTHER DIRECT COSTS	
	TOTAL OTHERS	\$0.00
	TOTAL DIRECT COST	\$13,806.70
	INDIRECT COST RATE INDIRECT COSTS (Contractual Excluded)	0.00% \$0.00
Grand Total	TOTAL (Sum of H and I)	\$13,806.70