

Refugee Medical Screening BASE CONTRACT 2019-COLMO-01

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (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, on behalf of the Columbia/Boone County Department of Public Health and Human Services (Contractor), a governmental entity, (collectively, the Parties) on the date of the last signatory noted below (the "Effective Date").

- 1. Purpose of the Contract: USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.
- 2. Total Amount: The total amount of this Contract is fourteen thousand seven hundred and eighty dollars (\$14,780.00)
- 3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding specific to this Contract, USCRI may restrict, reduce, or terminate funding under this Contract. All obligations of the Contractor under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
- 4. Term of the Contract: This Contract begins on 10/01/2018 and ends on 09/30/2019. 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 this Contract or before the start date of the Contract, whichever is later. Either Party may terminate this Contract by providing the other Party sixty (60) days written notice.
- 5. 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.
- 6. Program Name: Refugee Medical Screening
- 7. Statement of Work:

Section I: OVERVIEW

Contractor shall conduct data collection and reporting related to medical screenings, assessments, referral services, and follow-ups, for official refugees, entrants and parolees; asylees, U. S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghanis granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR, who are resettled by local refugee resettlement agencies ("LRAs"), or self-referred within Contractor's normal service area (as specified in the final approved work plan, attached).

Contractor shall provide data collection and reporting activities services to all eligible individuals resettled by the LRA, who live in, or receive services in the City of Columbia and surrounding communities within Boone County, Missouri.

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

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;
- State letters, recommendations, or guidance's which may be issued by ORR and/or Centers for Disease Control and Prevention (CDC), and forwarded to Contractor by USCRI, during the course of this contract.

Without review of documentation of Medicaid/CHIP ineligibility, Contractor shall initiate medical screening, assessment, referral, and follow-up services, through initial appointments for identified conditions, within a preferred period of thirty (30) days and a maximum of ninety (90) days from the official refugee's arrival in the United States, date asylum granted, or certification of eligibility by ORR. After ninety (90) days, documentation of Medicaid/CHIP ineligibility shall be required in order to provide services.

Section II: SERVICES

Services provided by Contractor shall include the following activities:

A. Dissemination of the Welcome to the Refugee Health Clinic information sheet to all clients (based on appropriate language and literacy levels) which will be provided to Contractor by USCRI.

B. Submission, within thirty (30) days of the completion of a medical screening and return of laboratory tests, a completed health assessment form for each individual screened. Health assessment forms can be submitted directly to USCRI staff or by entering data into the eSHARE information system when so directed by USCRI. If Contractor is instructed to use the eSHARE system, USCRI will first provide training to Contractor staff regarding this system. Submission of the health assessment form applies to one hundred percent (100%) of eligible individuals resettled in, and/or served by, the LRAs in the Contractor's service area.

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- C. Establish and/or maintain capability, to complete the vaccination portion of the United States Citizenship and Immigration Services (USCIS) form I-693, Report of Medical Examination and Vaccination Record; and sign-off, as a designated Civil Surgeon, for official Refugees (only) seeking to adjust their status to permanent lawful resident, as described in the current Technical Instructions for Vaccination for Civil Surgeons: http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html.
- D. Report the completed vaccination portion of USCIS form I-693 to the RMS Program Officer.
- E. Submit the USCRI Trimester Programmatic Report (TPR) to the RMS Program Officers by USCRI requested due date.
- F. USCRI Trimester Programmatic Report (TPR) shall include, but are not limited to:
 - Noteworthy achievements and/or major problems in providing timely health assessments and referral services in general, or to any specific population or group, under this Contract.
 - 2. Unusual Cases: Medically remarkable, or medically complex cases, or unusually prevalent medical conditions identified, along with referral and/or treatment outcomes and information on arriving refugees with disabilities, including the nature of the disability and care required, paying particular attention to mobility concerns and the impact on housing.
 - 3. Best practices: A description of any best practices and innovative methods and procedures.
 - 4. Program Feedback: Feedback on program needs or suggestions regarding USCRI process changes, activities, or actions that will enhance Contractor's ability to perform requirements of Contract.
 - 5. Top Health Issues: Top 5 health issues requiring referrals for all individuals screened during the reporting period.

Section III: PROGRAM EXPECTATIONS

- A. Review each refugee's medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) of official refugees shall include a review of overseas medical exam information regarding: Class A conditions, Class B conditions, medication (prescribed or recommended), and/or any other treatment recommended upon resettlement. Utilization of the CDC's Electronic Disease Notification System (EDN) is required to obtain overseas medical records. USCRI can grant local EDN access to Contactor, as deemed necessary.
- **B.** Review individual's immunization status, utilizing available arrival documents, and subsequent administration of required vaccines (for up to one year after program eligibility) as recommended by the Advisory Committee on Immunization Practices (ACIP)/CDC: http://www.cdc.gov/vaccines/schedules/index.html
- C. See CDC Guidelines for Evaluating and Updating Immunizations during the Domestic Medical Examination for Newly Arrived Refugees:
 http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/immunizations-guidelines.html
- D. Physical examinations shall be performed by a Physician, Nurse Practitioner, or Physician Assistant.

Section IV: PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract without waiving the enforceability of any of the other terms of the Contract. Contractor shall maintain sufficient documentation to allow USCRI to evaluate Contractor's full compliance with these performance measures.

Contractor shall ensure that the following activities are performed, unless the individual refuses, relocates, or cannot be located—which must be documented in the medical file. USCRI calculates these measures based on the following data submitted by Contractor:

- A. Health assessment/outcome data is submitted within (30) days of the completion of health assessment/return of laboratory tests for ninety percent (90%) of eligible individuals resettled in, and/or served by the LRA in, the Contractor's service area. If data indicates a compliance rate for this Performance Measure of less than seventy five percent (75%), then USCRI may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by both USCRI and Contractor.
- **B.** Medical screenings are provided for at least fifty percent (50%) of individuals within thirty (30) 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. Those individuals who do not get the health assessment within thirty (30) days must be assessed within ninety (90) days. If data indicates a compliance rate for this Performance Measure of less than twenty five (25%), then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by both USCRI and Contractor.

Section V: REPORTING REQUIREMENTS

Contractor shall:

- A. Return completed refugee health assessment forms, via encrypted email, to the RMS Program Officer on the 10th day of the month following when services were provided.
- **B.** Failure to submit reports as stated in Section II of the Statement of Work, Paragraphs B, D, and E above shall constitute a breach of contract.

Section VI: BILLING REQUIREMENTS

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

Mailing Address

Attention: Michael Wiles, Director of Finance and Compliance 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

- B. Requests for payment should be delivered to USCRI within ten (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.
- C. 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 request for payments made after the closing period.

8. Service Area

Columbia/Boone County, Missouri

9. Award Information:

Award Name: Refugee Medical Screening

Award Number: TBD

Award Start Date: October 1, 2018 Award End Date: September 30, 2019

10. Renewals

Number of Renewals Remaining:

Date Renewals Expire:

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. 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. Parties may be required to enter into and adhere by a Business Associate Agreement per HIPAA requirements, if needed.
- B. Neither Contractor, nor any subcontractor, shall transfer an individual's patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the individual, or someone authorized to act on his or her behalf, unless required (or permitted without consent) by law in accordance with HIPAA and the State Health and Safety Codes; however, USCRI may require 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 is otherwise required by law.
- C. Contractor shall submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least sixty (60) days prior to the end of the term of this Contract.
- D. NOTICE: Any and all communications to Contractor shall be addressed as follows:

Mailing Address: P.O. Box 6015, 1005 West Worley Street, Columbia, MO 65205-6015

Email Address: scott.clardy@como.gov

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 Contract will be the Western District of Missouri if the lawsuit arises in Federal Court or Boone County, Missouri, if the matter arises in State Court.

17. Documents Forming Contract

This Contract consists of the following:

A. Contract (this document)

2019-COLMO-01

B. Attachments

Budget

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

18. Payee

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

Name:

City of Columbia, Missouri, on behalf of the Columbia/

Columbia/Boone County Public Health & Human Services

Employer Identification Number:

43-8000610

19. Entire Agreement

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, 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. City of Columbia, Missouri, on behalf **U.S. Committee for Refugees** of the Columbia/ Boone County Public and Immigrants Health & Human Services Signature of Authorized Official Mike Matthes, City Manager Eskinder Negash ATTEST: **President and CEO** 2231 Crystal Drive Suite 350 Arlington, VA 22202 Sheela Amin, City Clerk (703) 310-1130 APPROVED AS TO FORM:

Nancy Thompson, City Counselor

Personnel Budget Category Form

Legal Name of Responde

Other(Specify) Dental Fringe Benefit Rate % Total Fringe Benefits Columbia/Boone County Public Health and Human Services

31.70% \$4,685

Identify the project director or principal, if known. For each staff person provide: the tittle, time commitment to the project as a percentage or full time equivalent, annual salary or wage rate. Do not include the cost of consultants. Contractors and Consultants should not be placed under this category.

Personnel	Justification	FTE	Certification or License	Total Yearly Salary/Wage	Total Salary/Wages
Carla Johnson, FNP-BC	Full time employee working in refugee services average of 20%	0.20	105609	\$73,902.00	\$14,780
					\$0
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Total Personnel					\$14,780
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FRINGE BENEFITS Itemize the elements of fringe ber Social Security					1,130.67
Group Health					1,290.20
Workers Compensation (not listed	Lin henefits)				1,290.20
Unemployment Insurance (not list	ted in benefits)				
Retirement	tod in bononia,				2,191.00
Other(Creeify) Dentel		2,191.00			