

CONTRACT NUMBER **KCHD 10-11 N15850-11-12**

AGREEMENT BETWEEN YAKIMA HEALTH DISTRICT AND KITTITAS COUNTY HEALTH DEPARTMENT

THIS AGREEMENT made by and between the Yakima Health District, BREAST AND CERVICAL HEALTH PROGRAM, hereinafter referred to as "YHD" AND Kittitas County Health Department, hereinafter referred to as the "Contractor"

CONTRACTOR: KITTITAS COUNTY HEALTH DEPARTMENT

IRS TAX ID # 91-6001349

Address:

507 Nanum Street, #102

Ellensburg, WA 98926

IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor shall participate as a service provider in the Washington Breast and Cervical Health Program (WBCHP) as described in the following Exhibits:

Attached hereto and incorporated herein:

- Kittitas County Annual Workplan
- Kittitas County Budget Work Sheet

Incorporated herein by reference:

- BCCHP Administrative and Program Performance Standards Manual
- YHD's 2011-2012 WBCHP Renewal of Funding Application
- STATEMENT OF WORK/SPECIFIC TERMS AND CONDITIONS (see attached)

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this contract shall be from July 1, 2011 through June 30, 2012 unless sooner terminated as provided herein. Billing may not take place until this contract has been signed by both parties.

PAYMENT

Reimbursement for services covered by the BCCHP will be made from invoices that have been filled out accurately and completely, using the current Kittitas County Financial Workbook.

BILLING PROCEDURE

Payment to the Contractor for approved and completed clinical services rendered will be made by warrant by YHD within 60 days of receipt of the accurately completed invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

<u>ASSIGNMENT</u>

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communication and billings regarding the performance of this Agreement.

The Contract Manager for YHD is:

Jensen Thayer
YHD Breast and Cervical Health Program
1210 Ahtanum Ridge Drive
(509) 249-6512
(509) 249-6612 fax
Jensen.Thayer@co.yakima.wa.us

The Contract Manager for the Contractor is::

YHD Contract # KCHD 11-12 N15850-11-12

Robin Ochoa Read 507 Nanum, #102 Ellensburg WA 98926 (509) 962-7003 (509) 962-7581 fax

GOVERNANCE

In the event of conflict or inconsistency with this agreement, the following order of precedence shall apply:

- a. Applicable Washington state and federal statues and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials attached and incorporated by reference.

The venue of any legal action or suit concerning this agreement shall be the Yakima County Superior Court and all actions or suits thereon shall be brought therein.

HOLD HARMLESS

The Subcontractor shall defend, protect and hold harmless the State of Washington, the District, or any employees thereof, from and against all claims, suits or actions arising from any intentional or negligent act or omission of the Contractor, or subcontractor, or agents of either while performing under the terms of this agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results, in an unfair trade practice.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized person personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

YHD reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract.

Any breach of this provision may result in termination of the contract. The contractor agrees to indemnify and hold harmless YHD for any damages related to the contractor's unauthorized use of personal information.

YHD Contract # KCHD 11-12 N15850-11-12

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to the Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT IN DATA

Unless otherwise provided, data, which originates from the Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WDOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

NON-DISCRIMINATION

The Contractor shall, during the performance of the contract, comply with the American's with Disabilities Act (42 U.S.C. Section 12101 et seq.), Washington State Law Against Discrimination, Chapter 49.60 RCW, and shall not discriminate on the grounds of race, color, sex, sexual orientation, religion, national origin, alien status, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental or physical handicap:

- a. Deny an individual any service(s) or other benefits provided under this Agreement.
- Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement.
- c. Subject an individual to segregation or separate treatment in any manner related

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provision of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 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 3-year period preceding this contract 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 contract 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 or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

4) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

The undersigned also agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, suspension, in eligibility, and voluntary exclusion—Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transaction with sub-grantees and or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 79.

ALL WRITINGS 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 the Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the Agreement

Yakima Health District Signature	Kittitas County Health Department Signature
Print Name	Paul Jewell, Boce Chair Print Name
12/13/1/ Date/	11/1

STATEMENT OF WORK/SPECIFIC TERMS AND CONDITIONS

KCHD 10-11 N15850-11-12

BREAST, CERVICAL, AND COLON HEALTH PROGRAM

BACKGROUND/PURPOSE

This contract is made under the provision that the YAKIMA HEALTH DISTRICT has been granted a cooperative agreement through the Washington State Department of Health for the Breast and Cervical Cancer Early Detection Program funds from the United States Department of Health and Human Services, Centers for Disease Control and Prevention.

The purpose of the program is to establish a region-wide comprehensive public health approach to reduce breast and cervical cancer morbidity and mortality through screening, tracking, follow-up and case management, public education, information and outreach, professional education, quality assurance and improvement, surveillance, evaluation, partnership development and community involvement.

The program is established to eliminate disparity and provide comprehensive breast and cervical cancer screening services for all women 40 to 64 years of age, with no insurance or limited insurance coverage, at or below 200 percent of the Federal Poverty Guidelines (FPL) and to women and men 50 to 64 years of age, with no insurance, at or below 200 percent of the Federal Poverty Guidelines and who are asymptomatic of colorectal conditions as listed in the colon health history form.

STATEMENT OF WORK

The contractor shall provide breast and cervical cancer screening education, outreach services and refer eligible women to BCHP contracted providers in Kittitas County. Education, outreach and referral shall be targeted to eligible women ages 40 to 64 years of age who are uninsured or have limited insurance.

I. DUTIES OF THE CONTRACTOR

No payment in advance or in anticipation of services or supplies to provide under the Agreement shall be made by the YAKIMA HEALTH DISTRICT.

The contractor shall be responsible for all taxes due on payments made under this contract as well as all payments accrued on account of payroll, taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff.

II. PERFORMANCE REQUIREMENTS

- A. The contractor shall establish a designated Breast, Cervical, and Colon Health contact person who will be responsible coordination of BCHP activities within the clinic. Coordination will include, identification of eligible women for new enrollment;
- B. The contractor shall assure the confidentiality of all medical records and other data regarding clients served;
- C. The contractor will provide information to the Regional Office on the numbers of individual women contacted and referred to the program. When an eligible woman is identified and referred to a BCHP provider, she or he will be identified in such manner that it will be known by the Regional Office that this woman was recruited by the contractor when her Enrollment, Informed Consent, and Women's Health Examination and Reimbursement Form is submitted by the Primary Care Provider.
- D. The Contractor shall inform YAKIMA HEALTH DISTRICT of appropriate changes that can affect the ability of the YAKIMA HEALTH DISTRICT to administer BCHP. Changes include but are not limited to: a change in BCHP contact or outreach personnel.

E. Evaluation of Contractor's Performance

The quarterly report due:
 October 20, 2011
 December 13, 2011
 April 20, 2012
 July 10, 2012

CONSIDERATION

The contract consideration is \$23,500.00. Federal Funds disbursed throught this amendment were received by Yakima Health District through DOH through OMB Catalogue of Federal Domestic Assistance Number 93.283 (\$23,500) Contractor agrees to comply with applicable rules and regulations associated with these federal funds.

BASIS FOR PAYMENT

Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Expenditure Report and Request for Reimbursement form (A-19), to be submitted by the contractor within 30 days following the month in which costs were incurred.

The Monthly Expenditure Report and Request for Reimbursement must be provided to the Yakima Health District by the 30th of each month in order to receive reimbursement for the previous month. If the Yakima Health District does not receive the Monthly Expenditure Report and Request for Reimbursement form by the 30th of the month, the District may withhold approval and payment, at its discretion, until the 30th of the month following submittal. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to the District no later than July 5th of the fiscal year, in order to assure reimbursement of the approved costs.





Summary Form

Please list 3 to 5 highlights and/or accomplishments your program has achieved during the appropriate quarter. Describe clearly so DOH knows how great your program is and can share these highlights with CDC.

QUARTER	MA IOD HICH ICHTS AND A CCOMPLICATION
Jul 1 – Sep 30	MAJOR HIGHLIGHTS AND ACCOMPLISHMENTS
Oct 1 – Dec 31	
Jan 1 – Mar 31	
Apr 1 – Jun 30	

Please list 3 to 5 challenges or barriers your program experienced during each quarter, possible solutions, if challenge was resolved, any technical assistance needed from DOH.

QUARTER	MAJOR CHALLENGES AND BARRIERS
Jul 1 – Sep 30	MAJOR CHALLENGES AND BARRIERS
Oct 1 – Dec 31	
Jan 1 – Mar 31	
Apr 1 – Jun 30	





Due dates for quarterly reports:

Qtrly Report Due
October 20, 2011
December 13, 2011
April 20, 2012
July 10, 2012

GLOSSARY:

Component, Objective and Measure align with the Annual Work Plan

Target is what is potentially within reach for your program by the end of the program year. If the Target is filled in, it is required by DOH or CDC. Otherwise, each Contractor is to set a realistic target for their program.

Strategies are specific actions for the entire year that you will use in order to achieve the target. These strategies can be bulleted but need to be specific because this section is in lieu of you writing a complete plan for each component.

Current is where you are each quarter in working toward your annual target. Use the same gauge as the Target; e.g., if the Target is expressed as a percent, then use a percentage to show where you currently are within the quarter/year.

Narrative is where you will note any special activities, barriers, and issues, as well as any evaluations you may have done.





BCCHP Annual Action Plan and Quarterly Reporting

Completed]	By:					D					
		***************************************			and the second of the second o	Reporting Year: 2011-2012					

	Com	Component: I. RECRUITMENT									
burned	Recrui	Recruitment and enrollment efforts successfully reach women throughout Kittitas County									
Objective:											
1. Measure:	Mainta	in the nu	mbers o	f womer	receiving Ro	CCHP services in Kittitas County.					
Target:		V			10001111115	COTT Services in Kitutas County.					
Strategies:		Distribut	e BCCH	P promot	ional materials	to mayadan and all the same and all the					
		Send PS	A media	release o	or article to loc	to providers and other community organizations/businesses quarterly. al newspapers and/or radio stations quarterly.					
		Run a Bo	CHP ad	vertiseme	ent in the local	newspapers and/or public TV stations quarterly.					
		Conduct	Breast C	ancer Aw	vareness month	activities hold one proof where					
		special n	nedia rele	ease, and	run a special a	a activities—hold one event where one-on-one enrollment services are offered, send a					
	•	Quarterly	/ check-i	n with As	sk Me Campaig	gn partners to refill materials and provide support.					
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Print Date: 9/15/2011

Page 3 of 11





I-A.	Recrui	Recruitment and enrollment efforts successfully reach ethnically/racially/culturally diverse women for enrollment								
Objective:										
1. Measure:	Increas	increase screenings for racial minority women. (Hispanic women are included in measure #2, not in this								
Target:	70 Diack. 170 Of total emoties									
	% Asian: 2% of total enrollees									
	% Pacific Islander: 1% of total enrollees									
	% India	an/Alaska	an: 1%	of total e	enrollees					
Strategies:		Distribu	te BCCH	IP promo	tional materials	at specific locations to t	arget ethnically/racially/culturally diverse			
		Collabo	rate with	other org	ganizations that	serve ethnically/racially	culturally diverse women to provide BCCl	women.		
		Provide	one-on-o	one enrol	lment services a	t consistinal page of Constitution	oyment that are known to employ	HP information.		
		ethnical	ly/racially	v/cultura	IIv diverse wom	en (such as Train C').	syment that are known to employ			
		etc.).	* 337745,	,u	direise well	on touch as I will City F	oods, mini-marts and gas stations, hotels/m	otels, fast food		
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2. Measure:	Increa	Increase screenings for Hispanic women.					
Target:	7% of total enrollees						
Strategies:		Collabo etc.) Provide Twin Ci Host gro City Foo Expand	one-on-on-on-one y Foods oup educated ods, hoteloutreach	other orgone enrol, hotels/national evaluational	otional materials at specific locations to target Hispanic women (including community health clinic tican grocery store, taco wagons, etc.) ganizations that serve Hispanic women to provide BCCHP information (such as churches, free clinic liment services at specific places of employment that are known to employ Hispanic women (such as motels, agricultural/seasonal employers, fast food etc.). Vents with one-on-one enrollment services in private homes and places of employment (such as Twin agricultural/seasonal employers, fast food, etc.).		
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3. Measure:	Increas	se screen	ings for	Women	ages 50 and older.		
Target:	60% of	total en	rollees	,, oilleil	agos 50 and older.		
Strategies:		Collabor Host gro	ate with up educa	other org tional ev	anizations that serve women 50 and older to provide BCCHP information. ents and one-on-one enrollment services in places of employment and other known community a 50 and older (such as Red Hat Society, Senior Center, animal lodges, service clubs, church groups,		
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4. Measure:	Increas	se screen	ings for	lesbians	•	
Target:	2% of t	otal enro				
Strategies:	•	Distribu	te BCCF	P prome	tional materia	als at specific locations to target lesbian women.
	•	Identify	and colla	aborate w	ith organizatio	ns that serve lesbians (such as PFLAG, Planned Parenthood, etc.) to provide BCCHP
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5. Measure:	Increas	e screen	ings for	women	with disabiliti	PQ
Target:	10% of	total en	rollees		THE GLOUDING	W
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		Collabor	ota with	· promo	uonai maiona	ls at specific locations to target women with disabilities.
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Objective:	1	Engage in specific recruitment (public education, outreach, in-reach) activities to increase the number of insured women receiving breast, cervical and colon screening									
1. Measure:	a. Rec	ruit prov	riders to	narticing	ate in the Ask Me Project for the insured						
,		her mon	thly scre	participa soning ra	to find the Ask lyte Project for the insured						
!		a a	Amount	O -41	tes for breast, cervical and colon cancers from participating providers for the months						
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ı		• (October	and Nov	vember (this year, during and immediately after the campaign)						
J		C	cancers								
	c. Con	nplete the	e Ask M	ie Clinic	al Report						
Target:	25% inc	crease in '	the numb	er of can	cer screenings by insured individuals						
Strategies:	•				cer serconnigs by motica marviausis						
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Objective:	Screen	Screen eligible women never or rarely screened for cervical cancer.								
1. Measure:	Increa	Increase the number of women never or rarely screened for cervical cancer.								
Target:	20% (1	equired)	moer or	women	never or rarely screened for cervical cancer.					
Strategies:				•						
ver is every every.	 Conduct targeted outreach and one-on-one enrollment services to women never or rarely screened for cervical cancer (Hispanic women, women over 50, women with disabilities, lesbian women). Provide one-on-one outreach and enrollment services to self-employed, uninsured women. Provide one-on-one outreach and enrollment services at places like bars, taverns, clubs, etc. 									
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III-B	Screen	eligible	men w	omen na	VOE OF MONOR COMMAND					
	Screen	eligible	men w	omen no	ver or rarely screened for colon cancer.					
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Objective: 1. Measure: Target:	Increas 20% (r	e the nur equired)	mber of	women	never or rarely screened for colon cancer					
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Section 6	Assura	e womer	with a	n ahnar	nponent: II. CASE MANAGEMENT					
Objective:	Assure women with an abnormal CBE or a mammogram obtain a diagnosis of cancer or not cancer in a timely manner.									
49										
	areolar	scaliness,	Skin chai	iges such	Palpable Mass that is suspicious for Cancer, Bloody or serous spontaneous nipple discharge, Nipple or as Indiana, redness, swelling, heat.					
4	Abnorn	ıal mamm	ogram is	defined as	BIRAD 4 RIPAD 5 OD DIDAD 600					
1. Measure:	RCCH	P Contra	actors w	ill perfor	rm case management to assure that women with abnormal breast findings reach a diagnosis					
	within	60 days.		-	abbare that women with abnormal breast findings reach a diagnosis					
Target:	80%		***************************************							
Strategies:										
		Not	Part	On-						
st O	MET	MET	Met	Going						
1 st Qtr					Current:					
2 nd Qtr	-			ļ	Narrative:					
z Qu					Current:					
3 rd Qtr					Narrative:					
2 An.					Current:					
4th Qtr					Narrative:					
4 Art.					Current:					
AA										
	Assure	women	with a	abnor	mal Pap test obtain a diagnosis of cancer or not cancer in a timely manner.					
Objective:	Abnorm	al Pap tes	t is define	d as ASC	-US (with positive HPV), Low grade SIL(including HPVchanges), ASC-H, High grade SIL, Squamous cell					
1. Measure:	DCCIII	r AGC		11						
TO TAR CONSTRUCTOR	DCCHI	ontra	ctors wi	II perfor	m case management to assure that women with abnormal cervical findings reach a diagnosis					
Target:	80%	ou days.								
	0070									
Strategies:										
		Not	Part	On-						

Met

Going

Current: Narrative:

MET

MET

1st Qtr





2 nd Qtr	Current:	
ard o	Narrative:	
3 rd Qtr	Current:	
ath ox	Narrative:	
4 Vtr	Current:	

II.	Assure	Assure women with a positive FOBT or FIT test obtain a diagnosis of cancer or not cancer in a timely manner.						
Objective:	timely manner.							
1. Measure:	BCCHP Contractors will perform case management to assure that women with abnormal colon results reach a diagnosis within 60 days.							
Target:	80%							
Strategies:								
65	MET	Not MET	Part Met	On- Going				
1 st Qtr					Current:			
and a					Narrative:			
2 nd Qtr					Current:			
2110					Narrative:			
3 rd Qtr					Current:			
all a	-				Narrative:			
4th Qtr					Current:			

II. Objective:	Assure women with a diagnosis of either breast or cervical cancer is transitioned to Medicaid and has treatment initiated within 60 days of the diagnosis. BCCHP Contractors will perform case management to assure that women with abnormal cervical findings reach a diagnosis within 60 days.								
1. Measure:									
Target:	80%								
Strategies:									
of.	мет	Not MET	Part Met	On- Going					
1st Qtr					Current:				
Annual Workpla					Narrative:				





2 nd Qtr	Current:
at// a	Narrative:
3 rd Qtr	Current:
.th	Narrative:
4''' Qtr	Current:

				(Component: II. PARTNERSHIPS			
II. Objective:	Enhance local and state partnerships.							
1. Measure:	BCCHP Prime Contractors will demonstrate effective partnerships and collaboration with local agencies, committees, and coalitions to reduce the cancer burden in Kittitas County.							
Target:					in Principal County.			
Strategies:	 Hold a yearly BCCHP provider meeting. Distribute BCCHP referrals evenly among providers. Conduct in-services with local providers about BCCHP as needed. Communicate changes in program with local providers as needed. Recruit new BCCHP providers. Act a liaison between providers and clients. 							
151 (0)	MET	MET	Met	Going				
1 st Qtr				X	Current: Narrative:			
2 nd Qtr				X	Current: Narrative:			
3 rd Qtr	1 - FI (1 - 1 - 2 - 2) - 10 - 1 - 10 - 11 - 10 - 11			X	Current:			
4 th Qtr				X	Narrative: Current:			
					Narrative:			