

**Provider Cooperative Agreement
for the Provision of Colorectal Cancer Screening Services**

Between
The North Dakota Department of Health and Human Services (Department)
and

_____ (Provider)
Name of Facility

Facility Address:

The Department has been appropriated funds from the North Dakota Legislative Assembly to provide colorectal cancer screening, including limited diagnostic follow-up testing where appropriate, to age and income eligible men and women in North Dakota. The North Dakota Colorectal Cancer Screening Initiative (Initiative) is designed to reduce colorectal cancer morbidity and mortality through early detection. The Initiative has several components including: screening and limited diagnostic services, professional development, recruitment, partnerships, quality assurance/quality improvement and evaluation.

The Provider agrees to the terms and conditions set forth below:

The Provider agrees to submit, to the Department evidence of licensure or certification as a physician, physician assistant, nurse practitioner, registered nurse, clinic, hospital, mammography facility or laboratory in accordance with program guidelines, upon request. The Provider agrees that the Department, at its sole discretion, may modify or alter program guidelines at any time.

I. SERVICES

The Provider agrees to offer screening and diagnostic services to all enrolled men and women according to guidelines delineated in the North Dakota Colorectal Cancer Screening Initiative Health Care Provider Handbook. Services provided prior to the effective date of this Provider Cooperative Agreement (Agreement) are not reimbursable by the Initiative.

II. FORMS, RECORDS, PATIENT NOTIFICATION

Form Completion:

The Provider agrees to complete forms furnished and required by the Department for the Initiative.

Record Keeping:

The Provider agrees to establish and maintain a patient record for each enrollee seen through the Initiative. The patient record shall be kept in the same manner and for the same duration as other patients of the Provider.

Patient Notification:

The Provider agrees to notify each Initiative enrollee screened through the Initiative of their test results.

III. TRACKING AND FOLLOW-UP SYSTEMS

The Provider will, in conjunction with the Department, participate in tracking and follow-up systems to encourage Initiative enrollees to receive regular screening and appropriate diagnostic treatment services.

IV. QUALITY ASSURANCE

The Provider will comply with the Initiative quality assurance standards for colorectal cancer screening as found in the North Dakota Colorectal Cancer Screening Initiative Health Care Provider Handbook.

V. CONFIDENTIALITY

The Provider shall maintain confidentiality for all records of the program in accordance with state and federal laws, rules and regulations.

VI. BILLING

The Provider agrees to submit requests for reimbursement on a signed Uniform Billing form (UB04) or the Center for Medicare and Medicaid Services form (CMS 1500) to Blue Cross Blue Shield of North Dakota, the designated central reimbursement agency of the Department.

- The 12-digit Initiative Benefit Number will need to be included on all claim forms for services charged to the Initiative.

This requires the Provider to have a separate participation agreement with Blue Cross Blue Shield of North Dakota, which is an independent entity.

VII. REIMBURSEMENT

- A. The Provider will be reimbursed for Initiative covered services according to the current Medicare Part B maximum rate. These rates are delineated in the What's Covered Initiative CPT Code Medicare Part B Rate list. This list is updated and provided to participating Providers annually. For services provided under this Agreement, payment or reimbursement to the Provider, from all sources, including but not limited to insurance or health plan payments and patient deductibles or co-payments, shall not exceed the program reimbursement rate in effect when the Provider's services were provided.
- B. The Department will serve as the payer of last resort of uninsured and underinsured program enrollees prior to or at time of provision of service. However, if the patient is covered by the Indian Health Service or Tribal Health for the uninsured or underinsured, the Department will reimburse before Indian Health Service or Tribal Health.

1. The Provider agrees to accept the program reimbursement rate as full payment and not to bill individual patients for approved procedures.
 2. The Department will reimburse for only approved procedures up to program reimbursement rates, less the amount the Provider received or will receive from insurance or other sources.
 3. The Provider shall not use Initiative funds to replace funds from other sources, such as existing federal or state funds which the Provider uses for colorectal cancer screening and related tracking, follow-up and referral services and over which the Provider exercises discretion.
- C. All services by the Provider pursuant to this Agreement shall be performed to the satisfaction of the Department and in accordance with all applicable federal, state and local laws; ordinances; rules and regulations.
- D. Reimbursement will not be made for services performed prior to the effective date of this Agreement or for services performed for enrollees prior to their effective enrollment date and official completion of the enrollment process.
- E. The difference between the usual and customary charges and Initiative's reimbursement rates will be considered in-kind costs to the program.

VIII. SUSPENSION OR CANCELLATION

- A. The Department or the Provider may cancel this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. In the event of such cancellation, the Provider shall be entitled to payment for services satisfactorily performed prior and up to cancellation date.
- B. Continuation of this Agreement beyond the last day of June of any year is contingent upon continued appropriation of funds from the North Dakota Legislative Assembly. If these funds are not appropriated, the Department shall immediately notify the Provider in writing. This Agreement will terminate immediately or upon a date specified by the Department.
- C. This Agreement may be temporarily suspended upon immediate notice if the Department determines that the local allocation of funds for screening will soon be or has been expended. This Agreement will automatically be resumed when additional funding is obtained unless the Provider notifies the Department in writing that the Provider does not wish to resume participation in the program, at which point this Agreement shall be deemed terminated.

IX. AUDITS

The books, records, documents, accounting procedures and practices of the Provider relevant to this Agreement shall be subject to examination by the Department and the State Auditor's Office. Records shall be kept according to generally accepted accounting principles to reflect all services performed in accordance with the provisions of this Agreement.

X. LIABILITY AND INDEMNIFICATION

A. The Provider agrees to indemnify and hold harmless the Department for all liability to third parties and loss or damages, including reasonable attorney fees, as a result of claims, demands, costs or judgments arising out of activities such as, but not limited to, direct service delivery, to be carried out by the Provider in the performance of this Agreement, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Provider or its employees by statute or court decisions.

B. It is expressly understood and agreed that the Provider is an independent contractor. The Provider's staff shall in no way be deemed to be and shall not hold themselves out as employees or agents of the Department. The Provider shall carry workers' compensation coverage, unemployment insurance coverage, wage withholding and social security for its personnel, as required by law.

XI. AMENDMENTS

Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

XII. EFFECTIVE DATES

This Agreement shall be in effect upon the Provider's receipt of this Agreement signed by the Department, until terminated in accordance with Section VII above.

Approved:

North Dakota Department of Health and Human Services

Signature Date

Susan M. Mormann
Director
Health Promotion and Chronic Disease Prevention Unit

Signature Date

Jesse L. Tran, PhD, MBA
Program Director
Colorectal Cancer Screening Initiative
Health Promotion and Chronic Disease Prevention Unit

Approved:

Facility Name

Tax ID Number

Authorized Representative Signature

Name and Title

Date