

Montana Breast and Cervical Health Program Provider Enrollment Application

Please type or print the requested information as completely as possible. If any field is not applicable, please enter N/A. If you need extra space to answer any question, please attach an additional page.

Provider Name: _____ Clinic Name: _____

Enter two-digit type & specialty code, (Table 2 & 3- in packet) board certified information, certification date, and number:

Provider Type _____ Specialty Code _____ Board Certified (Y/N) _____ Certification Date ____/____/____ # _____

Phone # (____) _____ Fax # (____) _____ Medicare Participating: (Y/N) _____

Street Address: _____ City: _____ State: _____ ZIP: _____

Mailing Address (if different): _____ Contact Person: _____

E-mail: _____ Location (Table 1a or 1b): _____ Federal Tax ID #: _____

Payment Mailing Information (Complete only if different than provider information above):

Name of office where check is to be sent:

Phone #: _____ Fax #: _____ E-mail: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Contact Person: _____

Provider Credentials

It is necessary to attach copies of all required certification (see table 4 included in enrollment packet) for the medical service provider that will be screening MBCHP clients. **NOTE:** If you are a provider within Montana, you do not need to attach copies. Please mark the appropriate certifications below (and attach if not in Montana):

_____ Provider License - required of all physicians, physician assistants and nurse practitioners.

PAs list the name of supervising MD and include his/her license: _____

_____ CLIA (Clinical Laboratory Improvement Act-) - required of all laboratories.

_____ FDA-MQSA (Food and Drug Administration- Mammography Quality Standards Act) - required of all radiology facilities.

_____ Insurance and/or Medicare Certification Number: _____

PRACTITIONERS

Practitioner Name **Printed**

Practitioner **Signature**

Date: ____/____/____

ORGANIZATIONS or NON-PRACTITIONER ENTITIES

Authorized Representative Name **Printed**

Title/Position of Authorized Representative **Printed**

Authorized Representative **Signature**

Date: ____/____/____

PROVIDER AGREEMENT & SIGNATURE

THE PROVIDER CERTIFIES THAT THE INFORMATION PROVIDED ON THIS ENROLLMENT FORM IS, TO THE BEST OF THE PROVIDER'S KNOWLEDGE, TRUE, ACCURATE, AND COMPLETE AND THAT THE PROVIDER HAS READ THIS ENTIRE FORM BEFORE SIGNING. IN CONSIDERATION OF PAYMENTS MADE FOR AUTHORIZED SERVICES TO ELIGIBLE CLIENTS, AND IN ACCORDANCE WITH ANY RESTRICTIONS NOTED HEREIN, THE PROVIDER AGREES TO THE FOLLOWING:

The Provider agrees to offer screening and diagnostic services within the Provider's general area of practice, in accordance with the Montana Breast and Cervical Health Program (MBCHP) Policy and Procedural Manual (the "MBCHP manual"), to women determined eligible by the Department of Public Health and Human Services (the "Department") through its MBCHP.

The Provider agrees to comply with Title XV of the Public Health Service Act (42 U.S.C. 201 et seq.); the Breast and Cervical Cancer Mortality Prevention Act of 1990 (Public Law 101-354) and its amendments; the Breast and Cervical Cancer Amendments of 1993 (Public Law 103-183); the Women's Health Research and Prevention Amendments of 1998 (Public Law 105-340); the program policies and procedures in the MBCHP manual; any relevant provisions of applicable state and federal laws and regulations; and the terms of this document. (Note: Copies of the above documents are available upon request from the MBCHP.)

Before requesting reimbursement for services provided to an eligible client, the Provider agrees to confirm with reasonable certainty that the client is not covered, completely or partially, for services by other possible first paying sources: private insurance, Medicare, Medicaid, Title X Family Planning, Indian Health Service and other private or public funded programs. If a service is partially covered, the Provider agrees to bill the Department only the portion for which there is no coverage.

The Provider may bill the Department (a) for any service to an eligible client, including those not designated by a CPT code in the MBCHP manual; and (b) at a level that is customary and usual for those services. The Department agrees to reimburse the provider only for services with CPT codes and rates outlined in the current MBCHP fee schedule, which will be amended at least annually.

The Provider agrees to refrain from charging an eligible client or any member of the client's family for any services billable to that client under the MBCHP. The Provider may bill an eligible client for services NOT covered by the MBCHP provided that the client understands that the services being provided are not MBCHP covered services and agrees in writing to pay for the services prior to their delivery.

The Provider agrees to maintain at its cost, throughout the term of this agreement, primary standard general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Provider, its officials, agents, employees, representatives, assigns or subcontractors. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Provider agrees to maintain at its cost, throughout the term of this agreement, professional liability insurance coverage against claims for harm to persons that may arise from the professional services provided through this agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of the Provider, its officials, agents, employees, representatives, assigns or subcontractors. The Provider must provide occurrence coverage professional liability insurance with combined single units of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

The Provider agrees to, in accordance with relevant laws, regulations, and policies, to protect the confidentiality of any material and information concerning an applicant for, or recipient of MBCHP services. The Provider agrees to obtain consent from eligible clients prior to releasing screening results to the Department or its representatives; the consent must meet the requirements of Section 50-16-526, Montana Code Annotated (MCA).

The Provider agrees to make and maintain records that fully document the extent, nature and type of services provided to MBCHP clients that support the fee charged, or payment sought for the service, and demonstrates compliance with all applicable requirements. All records, documents and correspondence relative to this agreement must be retained for a period of five (5) years after either the date of the last record entry or, if an audit commences during that period, until the audit is completed and resolved, whichever date is later. Failure to retain adequate documentation for services billed may result in recovery of payments for services not adequately documented.

The Provider agrees to provide the United States Department of Health and Human Services, the Department, the Legislative Auditor, or their authorized agents, access to any records, documents, and correspondence necessary to determine compliance with this agreement.

The Provider agrees to comply with those federal requirements and assurances for recipients of federal monies listed in the Department's Certification of Compliance (6-99) (Attachment A) and OMB Standard Form 424B (7-97) (Attachment B), which are applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. The Provider shall provide for the compliance of

any subcontractors with applicable federal requirements and assurances and any related reporting requirements.

As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., the Provider may not use federally appropriated monies to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

The Provider may not use any funds received under this agreement (a) other than for normal and recognized executive-legislative relationships, to fund publicity or propaganda, or the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress, a state legislature, or a local legislative body, except in presentation to the U.S. Congress or a state or local legislative body itself; or (b) to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress, a state legislature, or a local legislative body.

The Provider assures the Department that the Provider is an independent contractor providing services for the MBCHP and that neither the Provider nor any of the Provider's employees are employees of the MBCHP under this agreement or any subsequent amendment. The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Provider and the employment of all persons providing services under this agreement.

The Provider agrees to indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Provider, from any matters arising from the provision of services by the Provider under the contract, or from the Provider's failure to comply with any federal, state, or local laws, rules, or ordinances applicable to the services to be provided under this contract. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses, or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Provider; the Provider's employees, agents, subcontractors, or assignees; and any other person or entity performing services or providing materials under this contract.

The Provider agrees to comply with the Montana Human Rights Act, the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

The Provider may not, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or disability exclude persons from employment in, deny participation in, deny benefits to, or otherwise subject persons to discrimination under the MBCHP or any activity connected with the provision of MBCHP services. All hiring done in connection with this agreement must be done on the basis of merit qualifications genuinely related to competent performance of the particular occupational task. The Provider, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

Either party may terminate this agreement by giving notice in writing to the other party 30 days prior to termination, except that the Department may, by written notice to the Provider, immediately terminate this agreement if the Provider fails to (a) perform any requirement of this agreement or (b) comply with any law, regulation or licensure and certification requirement. The Provider agrees to notify patients in writing of their withdrawal from the program prior to rendering additional services.

Prior to the signing of this agreement, the Provider must complete and submit to the Department: (a) a certificate of coverage for Workers' Compensation insurance or, if appropriate, an independent contractor's exemption; (b) a certificate of insurance indicating compliance with the requisite insurance coverages; (c) the Department's Certification of Compliance (June 1999); and (d) OMB Standard Form 424B (7-97). The Provider must submit a revised form or certification immediately upon any change in circumstances that effect a substantive change in the information or assurances provided through any particular form or certification.

The Provider acknowledges that this enrollment is effective only for the MBCHP services noted above. I UNDERSTAND THAT PAYMENT OF CLAIMS WILL BE FROM FEDERAL FUNDS AND THAT ANY FALSIFICATION OR CONCEALMENT OF A MATERIAL FACT MAY BE PROSECUTED UNDER FEDERAL OR STATE LAW.

Please return completed forms to your Administrative Site or mail to:

**Montana Medical Billing – MBCHP Unit
P. O. Box 5865
Helena, MT 59604
(406) 227-7065 or 1-888-227-7065**