



BCCP PROVIDER AGREEMENT

State Form 50041 (R6 / 12-19)

Indiana State Department of Health Breast and Cervical Cancer Program

As a participating provider in the Indiana Breast and Cervical Cancer Program (IN-BCCP), the provider agrees:

1. To provide covered services to IN-BCCP eligible women according to age and current income guidelines as outlined by the IN-BCCP eligibility guidelines, including periodic updates.
2. To comply with all state and federal statutes prohibiting discrimination on the basis of race, color, national origin, gender, age, religion, sexual preference, disability and status as a veteran.
3. To comply with all state and federal statutes related to the delivery of services to individuals.
4. To practice according to current standards of care as identified by the IN-BCCP.
5. To comply with the policies and procedures required by the IN-BCCP, and described in the IN-BCCP Provider Manual, including, but not limited to:
 - A. Delivery of services
 - Utilization of guidelines specific to IN-BCCP client eligibility;
 - Utilization of U.S. Preventative Services Task Force (USPTF) and American Society for Colposcopy and Cervical Pathology (ASCCP) guidelines specific to breast and cervical cancer screening;
 - Utilization of procedures regarding tracking and follow-up of clients.
 - B. Reporting of services
 - Timely submission of proper forms, completed and signed for each client including:
 - Screening Enrollment and/or Diagnostic Visit Forms (including visit summary report)
 - All screening and/or diagnostic reports
 - Pre-Authorization Forms
 - **In order to receive payment for services**, the Screening Enrollment and/or Diagnostic Visit Forms, Pap test and/or mammogram reports, must be received by the IN-BCCP regional office within **thirty (30) days from date of service**.
6. To make every effort to pursue third party payments for services subject to this agreement. The IN-BCCP will be payer of last resort. Women without insurance may still be served by IN-BCCP, but, if eligible, must be referred to qualified navigator as defined by the Indiana Department of Insurance, to assist in completing an application for health insurance coverage under the federally facilitated marketplace, Healthcare.gov or state-based insurance affordability programs such as Medicaid or the Healthy Indiana Plan.
7. To accept as payment in full, amounts paid in accordance with the current Medicare rates, established by the IN-BCCP for services subject to this agreement. Provider agrees **NOT** to bill women participating in the IN-BCCP for **any difference** between provider fees for IN-BCCP covered services and the amount reimbursed by the IN-BCCP. **NOTE: The IN-BCCP does not cover co-pays.**
8. To file payment claims for women enrolled in the IN-BCCP within sixty (60) days of the date of service. **IN-BCCP will not pay bills received more than sixty (60) days after date of service. Provider is prohibited from seeking payment from the IN-BCCP participant due to the provider's failure to timely file any bills with the IN-BCCP. Provider will bear the cost for all services provided when Provider fails to timely file bills for services. If a provider seeks payment from an IN-BCCP participant in violation of this Provider Agreement, this Provider Agreement will be terminated. If a primary or a Special Enrollment site provider enrolls an ineligible woman into the IN-BCCP, they should assist the woman with a sliding fee or identify other financial resources to cover her services with all providers.**

9. To submit claims utilizing a UB04 claim form or a CMS 1500 claim form.
10. To comply with the Health Insurance Portability and Accountability Act of 1996. The primary or Special Enrollment site provider agrees to issue the IN-BCCP Notice of Privacy Practices to all participants.
11. To indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Provider and/or its subordinates, if any. This paragraph excludes any acts of malpractice as defined in IC 34-18-2-18. *"Malpractice" means a tort or breach of contract based on health care or professional services that were provided, or that should have been provided, by a health care provider, to a patient.*
12. To issue any staffing changes, site name change, and/or address changes immediately to the IN-BCCP.
13. That provider information including address, Employer Identification Number (EIN), and financial institution information submitted on the Vendor Information form may be shared with a third party payer to electronically reimburse for services.
14. To be a Preferred Health Care Provider with the Quit Now Referral Network. Refer patients ready to quit smoking to the Indiana Tobacco Quitline.
15. That if, at any time, funds become unavailable to support IN-BCCP or specific services under IN-BCCP, this agreement shall be terminated immediately upon written notice by certified mail of such fact by IN-BCCP to the participating provider. In the event of such termination, the provider shall be entitled to payment for all services satisfactorily performed prior to date of termination.
16. That this agreement may be terminated with or without cause by either party upon thirty (30) days written notice by certified mail. In the event of such termination, provider shall be entitled to payment for services satisfactorily performed prior to the date of termination.
17. That upon provider's failure to comply with the provisions of this agreement, the IN-BCCP may terminate this agreement without prejudice to the right of the IN-BCCP to recover any money previously paid. The termination shall be effective upon the IN-BCCP giving provider written notice by certified mail at its last known address.
18. That the provider and the provider's agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the provider is not familiar with these ethical requirements, the provider should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the provider or the provider's agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this provider agreement immediately upon notice to the provider. In addition, the provider may be subject to penalties under Indiana Code § 4-2-6-12.
19. This agreement shall be in effect on the date approved by the IN-BCCP and shall remain in effect for five (5) years or until such time as either party invokes termination as explained in 8, 16, 17, 18, and 19.

I have read, understand and agree to the terms of this agreement. Provider certifies that the appropriate person(s) have executed the agreement on behalf of the Provider as required by applicable corporate articles, by-laws, or resolutions.

Provider Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

National Provider Information Number _____
(Please list all NPI numbers that apply to this agreement, add separate sheet if necessary.)

Taxonomy Code (s) _____
(Please list all taxonomy codes that apply to this agreement, add separate sheet if necessary.)

Mammogram Site (MQSA) _____ Laboratory / CLIA _____
(expiration date (month, day, year)) (expiration date (month, day, year))

CLIA Provider Number _____

Provider approval: _____ Date: ____/____/____

Title _____

Indiana State Department of Health Approval:

Cancer Early Detection Section Director _____ Date ____/____/____

TYPE OF PROVIDER

- | | |
|--|---|
| <input type="checkbox"/> Private Clinic | <input type="checkbox"/> Cytology Laboratory |
| <input type="checkbox"/> Not for Profit Clinic | <input type="checkbox"/> Private practitioner |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Nurse-managed/Physician Assistant Clinic |
| <input type="checkbox"/> Radiology Group | <input type="checkbox"/> Pathologist |
| <input type="checkbox"/> Surgeon | <input type="checkbox"/> Other |

TYPE OF CANCER SCREENING SERVICES TO BE PROVIDED

Breast Screening

- ☐ Clinical Breast Exam
- ☐ Mammography / Interpretation
- ☐ Ultrasound / Interpretation
- ☐ Breast Biopsy / Interpretation
- ☐ Breast MRI (facility must have dedicated breast MRI equipment that can perform MRI-guided breast biopsies.)

Cervical Screening

- ☐ Pelvic Exam
- ☐ Pap Smear
- ☐ Pap Smear Interpretation
- ☐ Colposcopy
- ☐ Cervical Biopsy Interpretation
- ☐ HPV genotyping