

IOWA CARE FOR YOURSELF

BREAST AND CERVICAL CANCER SERVICE AGREEMENT

This agreement is entered into between the Iowa Department of Health and Human Services (Agency) and the service provider identified in the signature block at the end of this document (Service Facility). The Service Facility's legal name, as it appears on the facility's tax documents, National Provider Identifier (NPI) registration, and related official records, shall be used in this agreement.

I. Purpose

This agreement outlines the responsibilities of both parties to ensure that participants of the Care for Yourself Program (Program) receive timely and appropriate diagnostic and treatment follow-up services for breast and cervical cancer abnormalities. The Program is authorized under the Breast and Cervical Cancer Mortality Prevention Act of 1990 (Public Law 101-354) and funded through a competitive grant by the Centers for Disease Control and Prevention (CDC) and state funds.

II. Responsibility of the Service Facility

The Service Facility agrees to:

1. **Adhere to Professional Standards:** Adhere to professional standards and levels of service as set forth in all applicable, local, state, and federal laws, rules, and regulations as well as administrative policies and procedures set forth by the Agency relating to services performed under this agreement.
2. **Assure Civil Rights and Privacy Compliance:** Abide, to the extent required, by the provisions of:
 - a. Title VI of the Civil Rights Act of 1964, as amended.
 - b. Section 504 of the Rehabilitation Act of 1973, as well as the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), and associated regulations (28 C.F.R. §§ 36.101–.999).
 - c. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations (45 C.F.R. parts 160 and 164), and all applicable laws protecting the confidentiality of patients and members receiving services through Iowa HHS, Medicaid, and other programs.
3. **Provide Authorized Services:** Deliver services authorized by the Program, which may include, but are not limited to:
 - Diagnostic imaging (e.g., diagnostic mammograms, ultrasounds)
 - Biopsies (e.g., breast, cervical)
 - Colposcopy and related procedures
 - Pathology and lab services
 - LEEP and cryotherapy (if applicable)All services must align with the Program's approved CPT codes and the current Program fee schedule available at hhs.iowa.gov/cfy-providers.
4. **Submit Claims for Program Services Performed:** Bill only for services authorized by the Program and performed for eligible Program participants.

5. **Accept Reimbursement at Medicare Part B Rates:** Accept claim reimbursement at Medicare Part B, participating provider rates for Iowa. Services will be reimbursed at the current Medicaid Part B reimbursement rate.
6. **Seek Preauthorization When Required:** Obtain written authorization from the local program before delivering any procedure not already authorized.
Example: If a participant presents for a Pap test and a LEEP is deemed necessary, the LEEP must not be performed until the Agency provides the local program with written authorization.
7. **Assure Timely Claims Submission:** Submit claims within 180 days of the service date. Claims submitted after this period will not be reimbursed by the Agency, and the Service Facility agrees not to bill or seek reimbursement from the participant. The Program operates as the payor of last resort under Federal guidelines. Insurance or other sources of payment must be billed and payment received prior to billing the Program. The Service Facility should submit the EOB from the other payment source to document the remaining claim amount, up to the Medicare Part B reimbursement rate, requested from the Program.
8. **Agree Not to Bill Participant:** Participants may not be billed for services covered under the Program.
9. **Accept the Program's Reimbursement as Payment in Full:** By entering into this agreement, Service Facility agrees to accept the Program reimbursement rate as payment in full and will not bill the participant for additional costs for the Program services provided.
10. **Maintain Licensure:** Ensure all staff providing Program services are appropriately licensed and practicing within their professional scope.
11. **Maintain Records:** Maintain accurate documentation of all services rendered under the Program. Retain records for six (6) years. Records must be made available to the Agency upon request.
12. **Follow Screening Guidelines:** Adhere to diagnostic and follow-up protocols consistent with CDC and U.S. Preventive Services Task Force (USPSTF) guidelines.
13. **Ensure Confidentiality:** Safeguard participant health information in accordance with applicable federal and state privacy laws (i.e. Iowa Code 217.30 and HIPAA regulations, where applicable).

III. Responsibilities of the Agency

The Agency agrees to:

1. **Authorize Services:** Provide authorization for services to Program participants according to Program guidelines.
2. **Reimburse Services:** Reimburse the Service Facility for approved services at Medicare Part B Participating Provider Rates for Iowa, contingent on proper claim submission and available funding.
3. **Provide Support:** Offer technical assistance related to Program implementation.
4. **Monitor Compliance:** Review the Service Facility's adherence to this agreement through audits or record reviews.

IV. Term and Expiration

1. **Effective Date and Duration and Renewal:** This agreement becomes effective

on the date signed by the Agency and will remain active for six years from that date unless terminated earlier. It is the Service Facility's responsibility to access the Program's renewal information at hhs.iowa.gov/cfy-providers and complete the renewal process before the agreement expiration date.

2. **Termination:** Either party may terminate this agreement with 30 days' written notice. The Agency may terminate immediately in the event of a breach of agreement terms of violation of law, or if state and/or federal funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion, or for any other reason that impacts the Agency's ability to carry out its obligations under the agreement.
3. **Amendments:** Any changes to this agreement must be made in writing and signed by both parties.
4. **Participant Financial Protection upon Termination:** In the event this Agreement is terminated, for any reason, the Service Facility shall not bill or seek reimbursement from any Program participant for any services provided under this Agreement. This includes services delivered prior to termination for which the Program had authorized payment, regardless of whether the Agency later determines not to reimburse due to lack of funds, change in law, or any other reason. The Service Facility acknowledges and agrees that participants shall bear no financial responsibility for services rendered pursuant to this Agreement.

V. General Provisions

1. **Confidentiality:** The Service Facility must protect participant information in compliance with federal and state privacy laws.
2. **Non-Discrimination:** The Service Facility agrees to comply with all applicable civil rights laws and not discriminate based on race, color, national origin, sex, age, or disability.
3. **Compliance with Law:** Both parties agree to comply with all applicable federal, state, and local laws, rules, and regulations.
4. **Indemnification / Hold Harmless:** The Service Facility agrees to indemnify, defend, and hold harmless the State of Iowa, the Iowa Agency of Health and Human Services, and their officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, or expenses—including attorney fees—arising out of or resulting from (a) the negligent acts or omissions or willful misconduct of the Service Facility, its employees, contractors, or agents in connection with the performance of this Agreement; or (b) any breach of this Agreement by the Service Facility. This provision shall survive termination or expiration of the Agreement.
5. **Access to Participant Records:** The Service Facility shall retain and make available to the Agency, its auditors, or authorized representatives all records related to services provided under this agreement for six (6) years. This obligation survives expiration or termination.
6. **Key Compliance Obligations:**
 - a. The Service Facility shall comply with all financial, recordkeeping, and audit-related obligations as described in the Agency's General Terms and Conditions, incorporated herein by reference.

- b. This agreement is funded in whole or in part with federal funds. The Service Facility shall comply with all applicable requirements set forth in the Agency's *Contingent Terms for Federally Funded Contracts*, available at <https://hhs.iowa.gov/media/9495/download?inline>, as of the effective date of this agreement. These terms are incorporated herein by reference and made a part of this agreement as if fully set forth herein.

By signing below, the parties agree to the terms and conditions set forth in this agreement.

For the Iowa Department of Health and Human Services: Signature: Jill Lange, MPH, RD, LD Division Administrator, Health Promotion & Prevention Division of Public Health	For the Service Facility: Legal Name of Facility: Tax ID # relevant to this agreement: Authorized Representative Name: Title: Signature: Date: Phone: Email:
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