



PROVIDER PARTICIPATION AGREEMENT – July 1, 2019

The following program and administrative specifications are required as a condition of this Agreement. The full complement of screening program services includes program-approved Wisconsin Well Woman Program (WWWP) screening, re-screening, and diagnostic procedures, individual case management, and follow-up services.

By signing this Agreement, the Provider and its successors and assigns agree to meet and abide by the terms and conditions of the WWWP Policy and Procedures Manual and this Agreement.

Section 1: General Requirements

1. This Agreement shall be effective July 01, 2019, upon approval by the WWWP, and shall continue to be in effect until December 31, 2022 or such time as either party terminates the Agreement in accordance with the process described in paragraphs 2 and 3 of this Agreement.
2. Except as provided in paragraph 3, either party may terminate this Agreement with or without cause. Thirty (30) day written notice from WWWP to Provider or vice versa will terminate this Agreement. WWWP will notify the fiscal agent DXC.technology at 1-800-947-9627 of the termination date.
3. If the Provider is in violation of this Agreement, the Wisconsin Department of Health Services (Department), Division of Public Health (DPH), and WWWP may immediately terminate this Agreement. In the event of termination, the Department shall reimburse the Provider for services provided prior to the termination date.
4. If the Provider is acquired by, merged with, or otherwise integrated into another entity, it shall notify the Department of that change within ten (10) days of the effective date. All contractual rights and obligations under this Agreement shall be transferred to the successor entity.

5. AFFIRMATIVE ACTION

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Provider must agree to equal employment and affirmative action policies and practices in its employment programs:

The Provider agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Provider is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Provider to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Provider must make a reasonable accommodation.

The Provider must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Providers posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>

The Provider must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

6. CIVIL RIGHTS

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Provider shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Provider directly or through a sub-contractor or any other entity with which the Provider arranges to carry out its programs and activities.

The Provider must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Contract. If the Provider employs fifty (50) or more employees and receives at least \$50,000 in funding, the Provider must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in its entirety. The Civil Rights Compliance Requirements, including the template and instructions, for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 266-4955 (Voice)
711 TTY
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

7. The Provider is subject to certain Federal and State laws regarding confidentiality and disclosure of medical records or other health information, including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 for all services, information, transactions, including electronic transmissions, privacy and security regulations.
8. The Department offers the Provider, or will offer in the future, several options for submitting claims and other information to the Department, including electronic and web-based submission methodologies that require the input of secure and discrete access codes but not written provider signatures. The Provider has sole responsibility for maintaining the privacy and security of any access code the Provider uses to submit information to the Department, and any individual who submits information using such access codes does so on behalf of the Provider, regardless of whether the Provider gave the access code to the individual or had

knowledge that the individual knew the access code or used it to submit information to the Department. The Provider is responsible for repayment to the Department for any overpayment, and is subject to any sanctions that may be imposed by the Department, based on any information submitted by any third party in the Provider's name or provider number or using the Provider's access code, with or without the Provider's knowledge or consent, regardless of the manner in which the information was submitted.

9. The Provider must provide services on behalf of the WWWP in the Department of Health Services, as needed, to eligible, enrolled clients. The Provider must adhere to the federal Centers for Disease Control and Prevention (CDC) required program guidelines for the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) contained in the WWWP Policy and Procedures Manual. The WWWP Policy and Procedures Manual is incorporated by reference into this Agreement and is enforceable as if restated herein in its entirety. The WWWP manual is available on the WWWP website at: <http://www.dhs.wisconsin.gov/wwwp/manual.htm> or by contacting WWWP at (608) 266-8311.
10. WWWP coordinating agencies will, upon request, provide training or clarification on WWWP guidelines and will provide a vital link to assist providers with case management services for WWWP enrolled women. Frequent communication between the Provider and the coordinating agency is crucial to the success of local programming and is anticipated under this Agreement. A directory of Multi-jurisdictional area WWWP coordinating agencies is available on the WWWP website at <http://www.dhs.wisconsin.gov/wwwp/coordinators.pdf> or by contacting WWWP at (608) 266-8311.
11. The Provider shall designate at least one person at each site who is responsible for providing and disseminating WWWP information to appropriate staff within the provider's facility and to eligible or potentially eligible WWWP clients. The Provider shall specify the name of the contact person on the Agreement application. Any changes in the contact person must be reported to the WWWP within thirty (30) days.
12. The Provider shall track WWWP enrolled women who have normal screening results as set forth in this Agreement and as delineated in the WWWP Policy and Procedures Manual.
13. The Provider shall assure timely and appropriate case management and follow-up services for all WWWP enrolled women who have abnormal screening results following guidelines set forth in this Agreement and as delineated in the WWWP Policy and Procedures Manual. The Provider will determine the frequency and type of clinical diagnostic follow-up needed for abnormal breast and cervical findings according to prevailing national practice guidelines, such as those published by the National Comprehensive Cancer Network (<http://www.nccn.org>), the American Society for Colposcopy and Cervical Pathology (<http://www.asccp.org>), the American College of Obstetricians and Gynecologists (ACOG), the American Cancer Society (ACS), the American College of Radiology (ACR), the U.S. Preventive Services Task Force (USPSTF), and other guidelines specified by the Program.
14. The Provider shall comply with all WWWP data submission and reporting requirements as outlined in Section 3 of this Agreement and in the WWWP Policy and Procedures Manual.
15. The Provider shall ensure that documentation of the results of all WWWP approved services, as well as case management activities, performed on an eligible woman is placed in the individual client's permanent medical record.
16. The Provider shall maintain adequate and complete fiscal and medical records to fully document services provided to clients under terms of this Agreement. The Provider shall retain WWWP client records for a minimum of five (5) years and make them available upon request by an authorized representative of the WWWP. Failure to retain adequate documentation for any service billed may result in recovery of payments to the Provider by the Department for services not adequately documented.

17. The Provider shall participate in public and professional education activities conducted or sponsored by the WWWP.
18. The Provider shall participate with the WWWP coordinating agency in recruiting and retaining WWWP clients through in-reach and outreach activities.
19. The Provider shall utilize only laboratories that meet and comply with the Clinical Laboratory Improvement Act (CLIA) standards.
20. The Provider shall utilize mammography units certified by the U.S. Department of Health & Human Services Food and Drug Administration (FDA) that meet requirements of the Mammography Quality Standards Act (MQSA) and maintain evidence of this certification on file.
21. Obligations under the Agreement shall be suspended at such time as funds are not available to cover payment for services provided to eligible clients. However, suspension shall not eliminate payment under this Agreement for services which had been approved by the WWWP and which had already been furnished prior to the date of suspension.
22. The Provider shall hold the Department harmless and shall indemnify the State, its agencies, officers, and employees against any and all claims, suits, actions, liabilities, and costs of any kind, including attorney's fees, for personal injury or damage to property resulting from the acts or omissions of the Provider, its agents, officers, employees, or subcontractors in performing work under this Agreement. In addition, the Provider shall indemnify the Department for any Federal funding disallowances or sanctions imposed on the Department for reasons attributable to the Provider's failure to perform in compliance with this Agreement.

Section 2: WWWP Provider Qualification Requirements

23. The WWWP Provider must meet professional licensure standards and be certified as a Wisconsin Medicaid provider.
24. WWWP laboratories must be certified by the Centers for Medicare and Medicaid Services (CMS) and meet Clinical Laboratory Improvement Act (CLIA) requirements. Laboratories must be Medicare Part A and Medicare Part B certified.
25. WWWP mammography providers must be certified by the Food and Drug Administration (FDA) and meet the requirements of the Mammography Quality Standards Act (MQSA).
26. Hospitals (outpatient) must be Medicare and Medicaid certified.

Section 3: Provider Responsibilities

Enrollment

27. The WWWP Provider shall work with the WWWP coordinating agency on client enrollment. A listing of coordinating agencies is available on the WWWP website at: <http://www.dhs.wisconsin.gov/wwwp/coordinators.pdf> or by contacting WWWP at (608) 266-8311.

Covered Services

28. WWWP covers only specified screening procedures related to breast and cervical cancer as listed in the WWWP Manual. A list of WWWP covered services is available on the WWWP website at: <http://www.dhs.wisconsin.gov/wwwp/manual.htm> or by contacting WWWP at 608-266-8311.
29. The Provider must accept WWWP payments for covered services as payment in full, except as required of third parties. The WWWP Provider must provide specific WWWP covered services at no charge to enrolled

clients. Providers who make referrals to other health care providers for covered screening or diagnostic services must be sure to refer to other WWWP-approved providers. If the WWWP Provider recommends services or procedures not covered by the WWWP, the Provider must inform the client that she is responsible for paying for the service, **prior** to performing the service. There must be an agreement from the client, in writing, that she is responsible for paying for the non-covered services.

Reporting

30. The WWWP Provider must document the results of all screening and diagnostic procedures, follow-up recommendations, diagnosis, client notification, and case management actions, including client refusal in the client's medical record. The WWWP Provider must complete all required data sections on the WWWP screening activity and diagnostic reporting forms and submit copies to the WWWP fiscal agent office. The Provider must establish and report a final diagnosis and recommendations for all breast and cervical abnormalities to the WWWP. If treatment is needed, the Provider must report the treatment status. If cancer is found, the Provider must also report tumor stage and size, when indicated. WWWP providers who refer for follow-up must request copies of the final diagnosis, recommendations, and treatment status and report the findings to WWWP.
31. The WWWP Provider must send copies of all completed screening activity and diagnostic reporting forms to the WWWP coordinating agency within ten (10) business days to facilitate coordination of care and case management.
32. WWWP providers must use the American College of Radiology (ACR), Breast Imaging Reporting and Data System (BIRADS) for reporting the interpretation of mammography examinations and the "Bethesda" Reporting System for reporting Pap smear results.

Follow-up & Case Management of Abnormal Results for Breast or Cervical Cancer Screening

33. WWWP providers must establish and maintain systems to ensure enrolled women with abnormal or suspicious screening results get timely access to accepted and appropriate follow-up care and treatment.
34. The WWWP Provider must offer to provide case management services to all women with abnormal screening results. The responsibility for case management is shared between the provider and the WWWP coordinating agency.
35. The WWWP Provider must contact the WWWP coordinating agency within ten (10) business days after an abnormal screening result to communicate recommendations for client follow-up appointments and/or referrals. The coordinating agency is available to assist the Provider with client case management needs.
36. The WWWP Provider must provide or arrange for further diagnostic evaluation for the following results:
 - All abnormal clinical breast exams, independent of the mammography results
 - All abnormal mammogram results, independent of clinical breast exam findings
 - All Pap tests which show potential malignant or pre-malignant findings
37. The WWWP Provider must notify the client and her primary care provider of abnormal screening results. At a minimum, the Provider must make at least three (3) notification attempts. The Provider must have an effective communication system and document written and verbal communication in the client's medical record. The Provider must keep the coordinating agency informed of notification and case management concerns.
 - First attempt: Reports by telephone and by letter, as soon as possible to avoid delays in client work-up, of the screening date, **all** abnormal results, and recommendations for follow-up to the client's referring primary care provider and to the client. (For example, refer to the Mammography Quality Standards Act

regulations for details on communication of mammography results to clients and health care providers). If the client does not have a primary care provider, the WWWP Provider and coordinating agency must assure that the client receives appropriate notification and follow-up. Notification of abnormal results must be made directly to the client in writing with explanations in lay terms. Clients should be notified about the benefits of receiving, and the consequences of refusing, follow-up services.

- Second attempt: If there has not been a response from the client or her primary care provider within thirty (30) days of the initial notification attempt, the WWWP Provider must send a second follow-up letter to the client and her primary care provider. The WWWP Provider must also attempt to reach both parties by telephone. WWWP providers are encouraged to use certified letters for legal purposes.
 - Third attempt: If there has not been a response to the second follow-up letter within fourteen (14) days, the WWWP Provider must notify the coordinating agency to seek assistance with follow-up. The WWWP Provider must give the coordinating agency the following information: client's name, date of birth, identification number, address, telephone number, provider name, dates of service, reason for follow-up, and report of follow-up attempts made.
38. The WWWP Provider must complete the appropriate screening activity and diagnostic reporting forms and send copies to the WWWP fiscal agent DXC.technology at WWWP, P.O. Box 6645, Madison, WI 53716-0645 or use the secure ForwardHealth Provider Portal to submit them electronically. The Provider must also send copies to the coordinating agency within ten (10) business days. Please also refer to the section on reporting in this Agreement and to the WWWP Policy and Procedures Manual for more specifics on required reporting.
39. The WWWP Provider must ensure clients with an abnormal mammogram, abnormal clinical breast exam, or abnormal Pap test receive a final diagnosis within sixty (60) days of the abnormal screening, unless the client refuses follow-up.
40. The WWWP Provider must ensure clients initiate treatment within sixty (60) days of a final diagnosis of breast or cervical cancer or pre-cancerous cervical lesion, unless the client refuses follow-up or treatment.

Tracking & Follow-up of Normal Results for Breast or Cervical Cancer Screening

41. The WWWP Provider must document results of screening procedures, client notification, and recommendations for re-screening dates in the client's medical record.
42. The WWWP Provider must report required data on the client's screening history, procedure results, and recommendations on the appropriate screening activity reporting forms and submit copies to the WWWP fiscal agent. The Provider must also send copies of all completed reporting forms to the coordinating agency.
43. WWWP recommends that service providers establish systems (e.g., letters, phone calls, etc.) to inform clients and their primary health care provider of their normal screening results.
44. WWWP providers are encouraged to inform clients of recommended re-screening intervals when the results are normal.

Section 4: Provider Billing and Reimbursement-Related Requirements

45. Payments to providers for services shall be in compliance with the WWWP reimbursable services and rates at the time of service delivery.
46. WWWP shall reimburse providers based on the allowable Medicare reimbursement rate.

47. WWWP is the payer of last resort. The WWWP Provider must determine if women, eligible under the WWWP, have third party reimbursement that covers screening for any WWWP approved services and bill such parties before billing WWWP.
48. The Provider must not use WWWP funds for treatment services.
49. Services authorized and the resulting charges are subject to review and approval by the WWWP's fiscal agent.
50. The WWWP Provider must not require or request payment for authorized services from the enrolled clients themselves.
51. The WWWP Provider must notify WWWP clients of services not covered by the WWWP, **prior** to performing them. The Provider may bill clients for services not covered under this Agreement. There must be an agreement from the client, in writing, that she is responsible for paying for the non-covered services.
52. The WWWP Provider must submit completed screening activity and diagnostic reporting forms and the HCFA billing forms to the WWWP fiscal agent. WWWP will reject a claim if any of the required forms are missing or do not include all required data. The WWWP will reject a claim made for a service not covered by the WWWP or if the client is not enrolled in the WWWP. Providers should refer to the WWWP Policy and Procedures Manual or the WWWP coordinating agency for additional details on billing and reimbursement and the process for submitting claims.
53. The WWWP Provider shall identify a billing contact person who is available for the Department to contact about billing questions on all State of Wisconsin workdays between 8:30 a.m. and 4:30 p.m. Central Time Zone.

MODIFICATIONS TO THIS AGREEMENT CANNOT AND WILL NOT BE AGREED TO. THIS AGREEMENT IS NOT TRANSFERABLE OR ASSIGNABLE.

Name of Provider: _____

Address: _____

Print Name of Authorized Provider Representative: _____

Phone: _____ Email: _____

SIGNATURE – Authorized Provider Representative

Date Signed

Send the Signed Agreement by July 1, 2019 to:

Courtney.newman@dhs.wi.gov

Wisconsin Well Woman Program

Gale D. Johnson, Director
Wisconsin Well Woman Program
Division of Public Health
Department of Health Services

Date Signed