Tennessee Breast and Cervical Screening Program (TBCSP)

LETTER OF AGREEMENT (2018)

PROVIDER (TAXPAYER NAME): Metropolitan Government of Nashville & Davidson County

TAX ID: 62-0694743 | **BUSINESS NAME (IF DIFFERENT):** Metro Public Health Department

PHYSICAL ADDRESS: 2500 Charlotte Avenue

City: Nashville | **State:** TN | **ZIP Code:** 37209

ADDRESS TO SEND PAYMENT IF DIFFERENT FROM ADDRESS LISTED ABOVE:
PHYSICAL ADDRESS:

City: | **State:** | **ZIP Code:**

PAYMENT CODE (CHECK APPROPRIATE BOX)

☒ **Global** ☐ **TC** ☐ **26**

PHONE: 615-340-0460

E-mail: shannon.heath@nashville.gov

FAX:

PROVIDER TYPE

I have read and understand the TBCSP Letter of Agreement. I agree to the terms of the Letter of Agreement and agree to abide by the guidelines and stipulations as set forth by this letter.
I would like to provide services as:

☐ Primary Screening Provider (must be approved by TBCSP Central Office)
☐ Referral Provider
☒ Both

Signature:

Name (printed): Dr. William Paul **Title:** Director of Health

Date: January 22, 2018

☒ **Current copy of the State License for Facility and/or Provider is attached**

PRIMARY SCREENING PROVIDER RESPONSIBILITIES

1. Ensure that all employees involved in the program receive annual in-service about the program and are competent in the knowledge of patient eligibility for enrollment as well as program requirements.
2. Follow TBCSP screening and management guidelines which are based on nationally recognized standards of care.
3. Refer clients to TBCSP affiliated providers that require additional screening or diagnostic services to complete the breast and/or cervical continuum of care.
4. Submit completed data transmittal sheets within 30 days of service. **ANY ABNORMAL BREAST OR CERVICAL SCREENING RESULTS MUST BE REPORTED WITHIN 10 DAYS TO THE TBCSP COORDINATOR.**
5. Maintain quality assurance/improvement activities to ensure that TBCSP Program Guidelines are being followed.
6. Participate in quality assurance monitoring as scheduled by TBCSP.
7. Notify TBCSP Central Office in writing within 30 days of any changes in physical/ billing address or Tax ID#.
8. Provide or accept a 60 day notice when a decision to terminate said Letter of Agreement is made by either party.
9. **Abide by the Fee-for-Service and billing agreement outlined in this Letter of Agreement.**

Signature: **Date:** January 22, 2018

YD 3.2017

Tennessee Breast and Cervical Screening Program (TBCSP)

REFERRAL PROVIDER RESPONSIBILITIES

1. Ensure that all employees involved in the program receive annual in-service about the program and are competent in the knowledge of patient eligibility for enrollment as well as program requirements.
2. Follow TBCSP screening and management guidelines which are based on nationally recognized standards of care.
3. **Send diagnostic reports to the designated primary screening provider within 30 days of service.**
4. Participate in quality assurance monitoring as scheduled by TBCSP.
5. Notify TBCSP Central Office in writing within 30 days of any changes in physical/ billing address or Tax ID#.
6. Provide or accept a 60 day notice when a decision to terminate said Letter of Agreement is made by either party.
7. **Abide by the Fee-for-Service and billing agreement outlined in this Letter of Agreement.**

Signature:	**Date:** January 22, 2018

FEE FOR SERVICE AND BILLING AGREEMENT

1. Agree to accept reimbursement only for approved CPT codes used by the TBCSP. Approved CPT codes and rates are updated annually. (See attachment)
2. Agree to accept reimbursement rates for TBCSP CPT codes, not to exceed the current Medicare Part B rate as determined by the Federal Government (CMS) and adjusted for Tennessee (100% of the Physician Medicare Fee Schedule Rate for Tennessee).
3. Agree to accept TBCSP rates as payment in full with **NO BALANCE BILLED TO THE CLIENT. Clients CANNOT be turned over to collection agencies for outstanding claims related to TBCSP services.**
4. Agree that services outside the scope of the TBCSP allowable services may be provided at the client's request, provided that the client is made aware of their responsibility for the charge for said service, prior to services being rendered.
5. Agree to notify third-party billing agencies of this letter of agreement. Third-party billers **CANNOT** balance bill or turn TBCSP clients over to collections for TBCSP services.
6. Agree to submit invoices within 60 days using HCFA (CMS) 1500 and/or UB-04 CMS-1450 forms. Any invoices not submitted on one of these forms will be returned for resubmission. Payment will not be generated until data is received.

Signature:	**Date:** January 22, 2018

TENNESSEE DEPARTMENT OF HEALTH
VENDOR AUTHORIZATION FORM

AUTHORIZATION PERIOD

Begin:	End:
July 1, 2018	June 30, 2021

STATE INFORMATION

Program:	Tennessee Breast and Cervical Screening Program
Program Contact:	Crissy Gray, Program Director

Edison Record #	Edison PO #

Delegation #	Account Code: 70804000	Speed Code: HL00000778

CFDA #	93.994

VENDOR INFORMATION

Vendor: Metropolitan Government of Nashville & Davidson County

Address: 2500 Charlotte Avenue, Nashville, TN 37209

Phone: 615-340-5616

Edison Vendor ID: 4	FEIN/SSN (optional):

AUTHORIZATION/REIMBURSEMENT DETAIL

Service Authorized	Units Authorized	Unit Cost	Amount Authorized
Per current BCS Reimbursement Fee Schedule	N/A	N/A	N/A
		TOTAL AMOUNT AUTHORIZED :	N/A

NOTICE: VENDOR AUTHORIZATION TERMS AND CONDITIONS ARE ATTACHED

AUTHORIZATION & ACCEPTANCE

State Authorization: (signature with printed name & title)	Vendor Acceptance: (signature with printed name & title)
Crissy Gray, Program Director	Muriel Hodgson-Vargas, Bureau Director

Terms and Conditions

A. Standard Terms and Conditions

1. Total Authorized Amount. In no event shall the liability of the State under this Authorization exceed the "Total Amount Authorized" as indicated on this Vendor Authorization Form.

2. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Vendor under this Authorization. If upon inspection, the State determines that the goods or services are defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any defects, the goods or services shall be deemed to have been accepted by the State.

3. Modification, Amendment or Change Order. This Authorization may be modified only by a written amendment or change order signed by the State and the Vendor.

4. Limitation of Liability. The State shall have no liability except as specifically provided in this Authorization. In no event shall the State be liable to the Vendor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise. The State's total liability under this Authorization or otherwise shall under no circumstances exceed the Total Authorization Amount.

5. Limitation of Vendor's Liability. The Vendor's liability for all claims arising under this Authorization shall be limited to an amount equal to two (2) times the Total Authorization Amount. In no event shall this Section limit the Vendor's liability for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

6. Termination for Convenience. The State shall have the right to immediately terminate this Authorization, without cause and for any reason, upon written notice to the Vendor, delivered by mail or electronic means. The State's notice of termination is effective upon the State's issuance.

7. Subject to Funds Availability. The State's payment of the Purchase Order generated from this Authorization is subject to the appropriation and availability of State or federal funds. In the event that funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Authorization, effective immediately, upon written notice to the Vendor. If the State terminates this Authorization due to lack of funds availability, the Vendor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date.

8. Payment of Purchase Order. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

9. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Vendor, under any contract between the Vendor and the State.

10. State and Federal Compliance. The Vendor shall comply with all applicable state and federal laws and regulations in the provision of goods or services under this Authorization.

11. Governing Law. This Authorization shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Authorization. The Vendor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Authorization shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

12. Entire Agreement. This Authorization contains the entire understanding between the State and the Vendor relating to its subject matter, including all terms and conditions of the parties' agreement. This Authorization supersedes any and all prior understandings, representations, negotiations, and agreements between the State and the Vendor, whether written or oral.

B. Special Terms and Conditions

1. Conflicting Terms and Conditions. Should any of these Special Terms and Conditions in Section B conflict with the Standard Terms and Conditions in Section A, the Standard Terms and Conditions shall control.

SIGNATURE PAGE
TENNESSEE BREAST & CERVICAL CANCER
SCREENING PROGRAM

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

William S. Paul, M.D. — Date: 1·11·18
Director, Metro Public Health Department

Carol Etherington, MSN, RN, FAAN — Date: 1·11·18
Chair, Board of Health

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal — Date: 2-6-18
Director, Department of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services — Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date: 2/21/18

ATTEST:

Metropolitan Clerk — Date