

## Primary Care Provider Enrollment Agreement Provisions

### ***Cancer Detection Programs: Every Woman Counts*** **Quality Expectations and Program Requirements**

The Cancer Detection Section (CDS) expects that women served through this program will receive quality screening and diagnostic services. To this end CDS has developed program standards and professional education courses and materials. Primary care providers shall operate and provide services in compliance with all applicable federal, state, and local laws and regulations, and within the standard of care. All provider locations shall adhere to the California Department of Public Health, *Cancer Detection Programs: Every Woman Counts (CDP: EWC)* provider requirements and program clinical standards found in the Program Manual for Primary Care Providers. A primary care provider who fails to adhere to these requirements may be precluded from further program participation.

Providers who stop participating in the program for any reason are expected to assure the continuation of care and services for their patients.

Each clinician (M.D., D.O., N.P., P.A., C.N.M., advanced practice R.N.) must sign a Clinician Agreement in order to be enrolled in *CDP: EWC*. The original Clinician Agreements and a copy of the signed Primary Care Provider Enrollment Agreement shall be kept on file at each provider location and made available for inspection by the Regional Contractor and/or CDS staff.

#### **Provider Site Reviews**

Program primary care providers are required to participate in periodic reviews conducted in collaboration with the Regional Contractor and/or CDS staff. Records of activities related to women enrolled in *CDP: EWC* must be made available for inspection during the site review.

#### **Professional Education**

CDS expects that all clinicians performing breast and cervical cancer screening and diagnostic services have current clinical knowledge and skills. Clinicians shall participate in ongoing continuing education in the areas of breast and/or cervical health. CDS has developed several continuing education programs that are available to physicians/clinicians. CDS strongly recommends that physicians/clinicians take advantage of these training opportunities to update their skills in breast and cervical cancer detection.

If problems are identified through the site review or through monitoring data quality indicators, CDS will first offer technical assistance. If technical assistance does not resolve the problem, CDS may require continuing education in the area needing improvement in order for the primary care provider to continue program participation. Failure to comply may lead to program disenrollment.

#### **Billing and Program Updates**

Primary care providers enrolled in *CDP: EWC* agree to accept Medi-Cal rates of reimbursement as payment in full for program covered services provided to program eligible women, and to not bill women for any services provided through the program. Billing information and requirements are found in the **can detect** section of the Medi-Cal Manual available at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov). Providers are responsible for reviewing the Medi-Cal Manual and the monthly Medi-Cal Bulletins for information related to changes in billing practices and program updates. All timeliness guidelines and claim submission procedures for *CDP: EWC* adhere to Medi-Cal guidelines, and can also be found in appropriate sections of the Medi-Cal Manual.

This agreement is enforceable only if sufficient funds are made available by the appropriate Budget Act for the purposes of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature that may affect the provisions, terms, or funding of this agreement in any manner.

#### **Case Management Services**

Primary care providers enrolled in *CDP: EWC* shall provide case management services for each woman enrolled in the program. Each woman will be followed until a final diagnosis is determined and needed treatment is initiated. Women with abnormal results will be assessed for barriers to access to care and timely utilization of appropriate diagnostic and treatment services. In these cases, individual plans for addressing needs and barriers will be developed to assure timely diagnostic outcomes and referrals to treatment.

#### **Data Collection and Reporting**

The primary care provider enrolled in the *CDP: EWC* program shall report accurate data for each woman served using the program's internet form(s) at the completion of the screening cycle and/or at final diagnosis. The data shall include patient demographics, services rendered, outcomes of procedures rendered, and initiation of treatment by both the primary care provider and referral providers.

#### **Health Insurance Portability and Accountability Act (HIPAA)**

The primary care provider may be a "covered entity" under HIPAA, and as such, has obligations with respect to the privacy and security of patients' medical information under 45 CFR sections 160 and 164. All primary care providers shall comply with State and Federal laws regarding patients' privacy, confidentiality of medical information, and patients' rights to access their own health information.

Each primary care provider is required to give each patient a Cancer Detection Section Notice of Privacy Practices (NPP) at the time of enrollment in *CDP: EWC*. The patient must acknowledge receipt of the NPP by signing the acknowledgement statement on the *CDP: EWC* Consent to Participate in Program and Privacy Statement.

#### **Non Conforming Providers**

CDS monitors provider performance and compliance with quality clinical standards through the data and claims submitted by the primary care provider. Primary care providers who fail to comply with the clinical standards or data collection requirements, or who fail to report the results of each woman's screening cycle to CDS shall be precluded from further participation in *CDP: EWC*.

Prior to this exclusion the primary care provider agency will be notified of the deficiencies and shall have sixty (60) days to submit data or demonstrate a correction plan. If the deficiencies are not adequately addressed as determined by the Regional Contractor in consultation with CDS, providers will receive a written notification of suspension thirty (30) days prior to that suspension. During this thirty (30) day period, the provider may appeal this decision.

### **Appeal Process**

If the provider chooses to appeal, s/he must file a written appeal, which includes:

1. the issue(s) in dispute
2. the legal authority or other basis for the appellant's positions
3. the remedy sought

Appeals that do not include all of these areas shall be rejected. Appeals may be mailed or faxed to:

Donald O. Lyman, M.D., Chief  
Division of Chronic Disease and Injury Control  
California Department of Public Health  
MS 7200  
PO Box 997377  
Sacramento, CA 95899-7377  
Fax number (916) 449-5707

At his sole discretion, the Chief of the Division of Chronic Disease and Injury Control or his designee may hold an appeal hearing with the provider and then come to a decision. The decision will be based either on the combination of the written appeal letter and evidence presented at the hearing, or based on the written appeal letter if no hearing is conducted. The decision of the Chief of the Division of Chronic Disease and Injury Control or his designee shall be final. There will be no further administrative appeal. Providers will be notified of the decision regarding their appeal in writing within twenty (20) working days of their hearing date or the consideration of the written appeal letter, if no hearing is conducted.