

**DOCUMENT 1:
ALL WOMEN COUNT! PARTICIPATING CLINIC AGREEMENT**

**All Women Count!
Breast and Cervical Cancer/Chronic Disease Screening Program
Participating Clinic Agreement**

This Participating Clinic Agreement is entered into by and between the South Dakota Department of Health, All Women Count! Breast and Cervical Cancer/Chronic Disease Screening Program, hereinafter referred to as AWC, and _____, hereinafter referred to as Participating Clinic. This Agreement replaces any previous Agreement between the parties and is intended to incorporate requirements of the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164 (HIPAA). Participating Clinic is an independent contractor and is responsible for maintaining professional liability insurance coverage and all other obligations related to Participating Clinic's independent service provision status.

"Participating Clinic," as used in this agreement, shall mean the independent contractor listed above, for the purpose of providing services authorized by AWC, whose staff are licensed: (1) as a physician by either the State of South Dakota Board of Medical and Osteopathic Examiners or the state in which the physician practices; or (2) by the State of South Dakota or the state in which they practice to provide services including, but not limited to, medical, laboratory, radiological, hospitalization, pharmacy, and/or related health services.

- A. **Participating Clinic** agrees to provide AWC-authorized breast and cervical cancer screening services, and diabetes and cardiovascular disease screening services, to participants, meaning women who qualify for AWC financial assistance. Participating Clinic also agrees, as related requirements, to:
1. Provide its Tax Identification Number, for reimbursement purposes, to AWC.
 2. Services authorized by AWC being limited to those services listed on the attached "All Women Count! Program Payment Schedule of Allowed Services by CPT (Current Procedural Terminology) Code, Effective January 1, 2007" and "All Women Count! Chronic Disease Screening Program Screening Services by CPT Code and Medicare B Rate, Effective January 1, 2007." These lists may change from time to time to correspond with federal grant requirements, and Participating Clinic will be notified in writing of those changes by AWC.
 3. Submit charges to any applicable insurance program or other third-party reimbursement entity prior to submitting those charges for payment by AWC. A copy of insurance or other third-party reimbursement or denial must accompany any claim submitted for payment by AWC.
 4. Submit an itemized claim to Dakotacare, the payment intermediary for AWC, after providing authorized services to a participant. Each itemized claim must be submitted on a properly executed standardized method form, include all data elements required by AWC and Dakotacare, such as Current Procedural Terminology (CPT) codes, and meet all applicable HIPAA requirements.

All claims, electronic or paper, must include the AWC Client Group Number DD11873.

Electronic claims must be submitted to the “clearinghouse” designated by Dakotacare. Participating Clinic must contact Dakotacare to determine the specific “clearinghouse” applicable to Participating Clinic.

Paper claims must be submitted to AWC at:
All Women Count!
P.O. Box 1506
Sioux Falls, SD 57101-1506

5. Accept payment for authorized services, as described in Section A2 above, to participants as payment in full. Dakotacare, as authorized by AWC, makes payment directly to Participating Clinic.
6. To not hold AWC liable or responsible for any of the costs or expenses incurred in providing services to participants, except as authorized by AWC in Section A2, submitted as required by Sections A3 to A5, and to the extent funding is available as set forth in Section B2.
7. Maintain the following insurance:
 - a. Commercial General Liability Insurance: Participating Clinic shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
 - b. Professional Liability Insurance: Participating Clinic shall obtain and maintain general professional liability insurance with a limit of not less than \$1,000,000 per each occurrence and \$3,000,000 in the aggregate. If such insurance is provided on a claims made basis, then Participating Clinic shall provide “tail” coverage for a period of five years after the termination of coverage.
 - c. Workers’ Compensation Insurance: Participating Clinic shall procure and maintain workers’ compensation and employers’ liability insurance as required by South Dakota law.
 - d. Certificates of Insurance: Prior to commencement of work under this Agreement, Participating Clinic shall furnish AWC properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and promptly provide updated Certificates of Insurance on an ongoing basis. Such insurance shall not be canceled, except on 30 days’ prior written notice to AWC. Participating Clinic shall furnish copies of insurance policies if requested by State.
8. Hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of performing services hereunder. This section does not require Participating Clinic to be responsible for or defend against claims or damages arising solely from acts or omissions of State, its officers, agents, or employees.

9. Abide by the rules and regulations set forth in 45 CFR Parts 160 and 164 (HIPAA) as Participating Clinic is a “covered entity” as defined in the Health Insurance Portability and Accountability Act, 45 CFR § 160.103.
10. To not use subcontractors to perform any services described herein without prior written consent from AWC. Participating Clinic also agrees to include provisions in its subcontracts requiring the subcontractors to comply with all applicable provisions of this Participating Clinic Agreement, including indemnifying the State, providing insurance coverage, etc.

B. AWC agrees to:

1. Pay Participating Clinic, through Dakotacare (the payment intermediary for AWC), as described in Sections A2 to A5 above, for authorized services provided to participants.
2. Pay its Section B costs or expenses using grant funds received from the United States Department of Health and Human Services. Participating Clinic understands that AWC is funded by federal grants and state matching funds, and that this Participating Clinic Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature, or the Executive Branch, for this purpose. If for any reason Congress or the Legislature fails to appropriate funds or grant expenditure authority, or the grant funds or appropriated funds become unavailable by operation of law or federal funds reductions, AWC will not be liable or responsible to pay any cost or expense or provide services set forth in this Agreement. AWC’s failure to pay or provide services for any of these reasons is not a default by AWC nor does it give rise to a claim against AWC or the State of South Dakota.

C. Other Provisions:

1. Term: The term of this Agreement begins October 1, 2007, and ends September 30, 2009, unless terminated earlier by either party upon thirty (30) days prior written notice
2. Amendment: This Agreement may be amended only in writing signed by both parties and each amendment shall be attached to and become a part of this Agreement.
3. Disputes: This Agreement is subject to the laws of the State of South Dakota.” Any dispute arising from the terms and conditions of this Agreement, which cannot be resolved by mutual agreement, will be tried in Circuit Court, Hughes County, South Dakota.
4. Severability: In the event that any term or provision of this Agreement shall violate any applicable law, such provision does not invalidate any other provision hereof.
5. Supercession: This Agreement contains the entire agreement between the parties. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superceded by the terms of this Agreement.

6. Notice: Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth below. Notices shall be given by and to the Manager, All Women Count! Program, currently Norma Schmidt, on behalf of AWC, and by and to the designated Contact Person, on behalf of Participating Clinic, or such authorized designee as either party may designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

PARTICIPATING CLINIC

Authorized Signature for Clinic

Authorized Printed Name

Federal Tax ID Number

Clinic Telephone Number

Street and Post Office Address

City/State/Zip

Contact Person

DD11873
AWC Client Group Number

AWC Clinic-1 Agreement – July, 2007

State of South Dakota, Department of Health
dba All Women Count! Program

Gail Gray, Director
Division of Health and Medical Services
SD Department of Health

Contact Person:
Norma Schmidt
Manager, All Women Count! Program
Health and Medical Services
SD Department of Health
615 East Fourth Street
Pierre, SD 57501
Telephone: (605) 773-3737