



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
TUBERCULOSIS DIAGNOSTIC SERVICES PARTICIPATION AGREEMENT**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor/Provider). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Attachment B – Business Associate Provisions, and (4) the Terms and Conditions, attached hereto. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this agreement.

2. The purpose of this agreement is to provide tuberculosis (TB) diagnostic services.

3. This agreement shall be effective July 1, 2019 or the date of the Department’s authorized representative signature, whichever is later, through June 30, 2022.

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

AGREEMENT NUMBER	AMENDMENT NUMBER	VENDOR NUMBER
CONTRACTOR/PROVIDER NAME (PLEASE PRINT/TYPE)		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR/PROVIDER OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR/PROVIDER <input type="checkbox"/> Hospital <input type="checkbox"/> Pharmacy <input type="checkbox"/> Dentist <input type="checkbox"/> Therapist <input type="checkbox"/> Physician (M.D./D.O.) <input type="checkbox"/> Other _____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE 		DATE

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this agreement, the Contractor shall use the below information for any correspondence regarding this agreement:

Program Name: TB Elimination Program/DSP Program
Program Contact: Diana Winder
Address: PO Box 570, Jefferson City, MO 65102-0570
Phone: (573) 526-5832
Email: Diana.winder@health.mo.gov
7. The Contractor shall provide authorized services as outlined on the client's prior authorization document and is subject to the Contractor facility's capabilities.
 - 7.1 Services authorized and resulting charges are subject to review and approval by the Department.
 - 7.2 Authorized services, procedure code, rates, and maximum number of services allowed are outlined in the Health Procedure Codes and Rates. These Health Procedure Codes and Rates can be found in the Tuberculosis Case Management Manual at <https://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/index.php>.
8. The Contractor shall follow the procedures set out herein when submitting claims for payment:
 - 8.1 The Contractor shall understand and agree the state reserves the right to make agreement payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the

contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- 8.2 The Department will not reimburse the Contractor for services that the Contractor delivered to a client prior to receiving authorization for the service from the TB Elimination Program.
- 8.3 The Contractor may submit invoices(s) on any facility standard bill form and shall include, at a minimum:
 - a) the patient's name,
 - b) the procedure code,
 - c) the authorization number,
 - d) the specific date services were provided, and
 - e) the number of each type of authorized service delivered on that date.
- 8.4 The Contractor shall submit to the Department invoices for services provided to the approved clients within 60 days following the date of service. The Contractor shall submit any end of year invoices for services no later than January 31st of the following year.
- 8.5 The Contractor shall submit invoices to the TB Elimination Program at PO Box 570, Jefferson City, MO 65102-0570.
9. The Contractor shall not require or request payment from Department approved clients for authorized services covered by this Agreement. The Contractor shall have the express right to bill clients covered under this Agreement for services that are not authorized. Unauthorized services are those for which the Department has not given specific prior authorization.
 - 9.1 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
 - 9.2 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this agreement.
 - 9.3 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
 - 9.3.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

9.4 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

9.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

10. **AMENDMENTS**

10.1 Any changes to this agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

11. **CONFIDENTIALITY**

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. **AUTHORIZED PERSONNEL**

12.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement; and documentation of such licensure or certification shall be made available upon request.

12.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in

violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the agreement immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

13. **TERMINATION**

13.1 The Department, in its sole discretion, may terminate the obligations of each party under this agreement, in whole or in part, effective immediately upon providing written notification to the Contractor if:

13.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this agreement; or

13.1.2 A change in federal or state law relevant to this agreement occurs; or

13.1.3 A material change of the parties to the agreement occurs; or

13.1.4 By request of the Contractor.

13.2 Each party under this agreement may terminate the agreement, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

13.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

13.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

14. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The Contractor's performance shall be governed solely by the provisions contained in this agreement.