Division of Health Curtis State Office Building 1000 SW Jackson St, Suite 230 Topeka KS 66612-1274



Phone: 785-296-1207 Fax: 785-368-7287 www.kdheks.gov

Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

Dear Early Detection Works Partners:

I am writing to update you on some exciting program changes and to send you the new Early Detection Works (EDW) Provider Contract. EDW staff is now using the program's new data management system to manage enrollment, case management, billing and payment approvals. Two regions of the state have received training and have started using the system for entering payment requests. Initial feedback is positive and providers are pleased with the rapid payment turnaround time and the ease of use of the system.

Program Changes

EDW's new data management system has the potential to be tailored to fit program and provider recommendations for efficient programs. The next phase is to introduce and train providers to use the data management system to facilitate EDW provider payments. Two major changes will directly affect providers and sub-providers. The first change is that all contracting entities will be known as providers. The second major change is that the data system features secure web-based data entry and submission of client data and billing information. Providers will be expected to log in using their own secure user name and password to request payment for EDW payable services that were provided to enrolled women. EDW will review payment requests and approve payments which will be sent directly to the requesting provider. This new process should improve payment turnaround time considerably.

Providers will soon be trained on use of the new data system to submit payment requests, track client services and to access payment status reports, billing registers and provider specific reports on services. During training and after signing a confidentiality agreement individual provider staff will be issued log-ins and passwords to use the web-based portal via commonly used web browsers (e.g.; Internet Explorer and Google Chrome). No new software is required.

Provider Contract

A new provider contract is enclosed. Along with the contract, please find a W-9 and Attachments A, B, C and D. Please complete the following attachments: A-1, B-1, B-2, C-1, C-2, C-3, C-4, C-5, C-6, C-7, D1, D-3, D-4, D-5, D-6, D-7, D-8 and D-9. Please submit **two complete originals of the signed and dated contract,** including all attachments, to the address below, Attn: EDW Contract Administrator. Once received in the EDW central office, the contract will be submitted to the Secretary of KDHE for signature. One signed original will be returned for your records.

Thank you for your support in providing breast and cervical cancer early detection services to Kansas women. Should you have any questions about the EDW program, please contact Liz Varner, EDW Administrative Assistant at (785) 296-1207 and she will direct you to the best person to answer your questions.

Sincerely,

Rita Davenport RN, BSN Clinical Nurse Manager 1000 SW Jackson, Suite 230 Topeka KS 66612-1274

Early Detection Works (EDW) Provider Training Facts

The information listed here will provide answers to some questions you may have about Provider training.

- Input on EDW provider training was sought and received from a targeted group of providers and sub-providers including a clinic, a health department, a hospital, and a radiology group. This group provided initial guidance to EDW staff on training structure format and participants. The providers then participated in a trial run of the provider overview and received a preview of the Provider Reimbursement Request Training. Recommendations were used to finalize trainings and make adjustments to the data system's provider portal to facilitate the process for providers.
- The purpose of Provider Overview Trainings is to provide a high level description of the changes to EDW payment processes. EDW Provider Overview Trainings will be scheduled by current provider sub-provider network. Regionally connected providers will be trained at the same time to facilitate the transition to the new system of payments. These trainings will start in March. Multiple options for participation will be offered and providers are encouraged to identify staff to attend training. Provider Overview Training will be available for new providers during the contract negotiation process.
- The purpose of the EDW Reimbursement Request Training is to train provider staff how to enter payment requests for reimbursement. EDW Reimbursement Request Training will be scheduled following Provider Overview Trainings and repeated throughout summer and into spring 2016. These trainings will be scheduled in computer labs around the state with an option to participate via live, interactive webinar from a desktop computer. Reimbursement Request Training will be offered on an ongoing basis for the benefit of new provider staff. Staff who will be doing the data entry to request provider reimbursement should attend these meetings.
- Ongoing technical assistance will be offered following training or upon request in a variety of formats specific to provider need.

Questions and Answers

- How do I enroll in training?
 The EDW regional staff in your area will be contacting you with enrollment dates and enrollment instructions.
- 2. How much does training cost?

 There is no cost for any of the training sessions.
- 3. Who should attend the EDW Provider Overview Training?

 The purpose of the EDW Provider Overview Training is to inform directors, supervisors and other decision-makers at provider sites about the EDW program's new data system and accompanying changes to processes for provider payments.

 After attending the Provider Overview Training, providers will be able to decide who needs to attend the Reimbursement Request Training, will understand provider responsibilities with the new processes and realize how they will benefit through faster payment reimbursement and better access to payment status information. All team members are welcome to attend the training.
- 4. Who should attend the EDW Reimbursement Request Training?

 The purpose of the EDW Reimbursement Request Training is to train provider staff how to enter provider reimbursement requests through hands-on exercises with examples that were developed with the assistance of EDW providers.

Should you have questions or comments, please contact Liz Varner at 785-296-1207 or lvarner@kdheks.gov. She will direct you to an EDW team member who will be able to assist you.

Contract



KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT CONTRACT FOR BREAST AND CERVICAL SCREENING/DIAGNOSTIC SERVICES

Parties to Contract -

1.1.	Kansas Department of Health and Environment [KDHE]	
1.2.		[PROVIDER]

The Parties agree to the following terms and conditions:

2. Purpose of Contract -

KDHE has been awarded funds to provide payment for breast and cervical cancer screening, as well as limited diagnostic follow-up testing where appropriate, to pre-enrolled, age appropriate and income eligible women (Attachment A) in Kansas through the KDHE Early Detection Works (EDW) Program.

3. Program Components -

EDW has five components: public education, professional education, quality assurance, surveillance, screening and detection. The program is designed to reduce breast and cervical cancer morbidity and mortality through early detection by agreeing to pay a qualified PROVIDER for providing EDW approved breast and cervical cancer screening and diagnostic services (Attachment C).

4. **Period of Contract** – This contract is self-renewing and begins when signed by both parties and all required documents have been fully executed.

5. Compensation -

- 5.1. PROVIDER will receive payment for services rendered pursuant to Section 6.3 of this contract.
- 5.2. Funds are contingent upon KDHE's receipt of a Notice of Award.

6. Services to be Provided – PROVIDER shall:

- 6.1. Complete the attached usual and customary charge information form Attachment B. The PROVIDER shall update Attachment B as requested by KDHE EDW to assure compliance with federally required funding information.
- 6.2. Perform breast and cervical services as detailed in Attachment C of this CONTRACT to women who have met eligibility requirements and who have been properly enrolled into the KDHE EDW Program by EDW trained entities. Eligible women shall be assigned an enrollment (encounter) number. This number must be referenced on all submissions to KDHE EDW. The enrollment (encounter) number expires 4 months after issued.
- 6.3. Accept the payment rate as outlined in Attachment C as payment in full for KDHE EDW contracted services. Only CPT codes listed in Attachment C will be eligible for payment consideration.
- 6.4. If all services in Attachment C are not available onsite, the PROVIDER agrees to refer only to other EDW contracted providers (see Attachment D) as necessary to ensure that women enrolled in this program are offered complete breast and cervical cancer screening as well as appropriate diagnostic services.
- 6.5. Offer all KDHE EDW clients an annual clinical breast examination, breast self-examination instruction and a mammogram (screening or diagnostic, as recommended). Screening mammography is defined as two views: craniocaudal and medial lateral oblique views of each breast.
- 6.6. Pap tests will be performed based on current American Society for Colposcopy and Cervical Pathology (ASCCP) guidelines.

- 6.7. Ensure that all breast and cervical examinations are carried out by an MD, DO or delegated to a Physician Assistant, Nurse Practitioner, or Nurse Clinician.
- 6.8. Meet all Mammography Quality Standards Act (MQSA) guidelines. Results will be reported in language based on the current American College of Radiology (ACR) lexicon.
- 6.9. Use Clinical Laboratory Improvement Act (CLIA) approved laboratories for interpretation of all laboratory tests. Pap test results will be reported using the current Bethesda system.
- 6.10. Provide the client with the results of all screening examinations within 14 days of receiving the test results.

 Facilitate appropriate diagnostic and follow up care to be coordinated in an efficient manner with appropriate diagnostic tests completed within 60 days, or request a time extension from the Regional Nurse.
- 6.11. Obtain signed EDW/Komen for the Cure Consents/Authorizations from each client for release of medical information in accordance with applicable state law. Consent/Authorization forms shall remain in the client's medical record.
- 6.12. Submit all payment requests to the KDHE EDW program within 30 days of services being provided. Payment requests will be submitted using the EDW web-based data system following system implementation and training by KDHE EDW staff. Due to nature of grant funding payment requests received after August 15 will be denied unless there are extenuating circumstances. (See 6.2)
- 6.13. EDW contracted PROVIDERS may negotiate payment submissions on behalf of other providers with which they have a working relationship as listed in Attachment D.
- 6.14. Acknowledge that as a condition of receiving federal funds, the PROVIDER or their fiscal agents will not charge a KDHE EDW client for any services provided and covered by the KDHE EDW Program, nor refer any unpaid balance for the KDHE EDW covered services to a collection agency. This includes any such payments denied due to failure to submit payment requests per required timelines (See 6.12).
- 6.15. Notify EDW within 30 days of PROVIDER personnel changes; ownership changes and or address changes also require the submission of a new W-9. The new owners agree to abide by the terms of the existing contract until all EDW services have been paid.
- 6.16. Payment requests in the KDHE EDW web-based data system (Catalyst) with error messages must be resolved before they are considered as properly submitted. It is the PROVIDER'S responsibility to resolve these issues. Payments involving resolution of errors and other issues through the KDHE technical assistance (See 6.12) may be submitted under a timeline negotiated and confirmed in writing by EDW staff.
- 6.17. Agree to keep Catalyst log-ins and passwords confidential to the user.
- 6.18. Provide information to KDHE EDW for quality assurance reviews and program evaluation to the extent necessary to satisfy federal and other grantor requirements.
- 6.19. Participate in scheduled site visits and required trainings to ensure the PROVIDER is in compliance with the terms of this contract.
- 6.20. Assess the individual and household tobacco use status for women screened using KDHE EDW funding. Refer those who are tobacco users or who have tobacco users in their household to a tobacco cessation program. (A cessation program is available through KDHE. More information can be found at: http://www.kdheks.gov/tobacco/cessation.html). The CDC encourages health care providers to offer tobacco cessation information to all applicable patients and members of their household as a standard of practice, whether they are EDW clients or not.

7. DUTIES OF KDHE -

7.1. Pay the PROVIDER directly for breast and cervical cancer screening and diagnostic services deemed payable through KDHE EDW, as itemized in Attachment C.

- 7.2. Provide training, technical assistance, trouble-shooting, and/or consultation to the PROVIDER upon request to help resolve issues with use of the web-based data system, submission of payment requests, quality assurance and other aspects of the KDHE EDW program for EDW enrolled women.
- 8. **Binding Attachments**. The provisions found in Attachment E, (Contractual Provisions Attachment [Form DA-146a]) and Attachment F, (Whistleblower and Debarment Certification) are hereby incorporated in this Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.
- 9. **Amendment** The terms of this contract may be amended upon the execution of a document, signed by both Parties, referencing this provision and detailing the changed terms.

10. Termination -

- 10.1. A Party may terminate this contract upon providing the other party with thirty (30) day's written notice.
- 10.2. KDHE may terminate this contract without advanced notice upon non-performance of the duties under this contract on the part of PROVIDER or as otherwise provided above.
- 10.3. This Contract is contingent upon the availability of Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be terminated by KDHE upon thirty (30) days' notice in writing and without penalty.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this contract and have executed it as of the date shown below.

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT	SEDGWICK COUNTY, KANSAS		
Ву:	Ву:		
Susan Mosier, MD Secretary	James M. Howell, Chairman Sedgwick County Board of County Commission		
Date	Date ATTESTED TO:		
	Kelly B. Arnold, County Clerk		
	Date		
	Approved as to form: Misha Jacob-Warren, Assistant County Counselor		
	Date		

Early Detection Works Program Eligibility Guidelines

All women must meet eligibility criteria annually and have an annual EDW enrollment encounter number **prior** to receiving services.

Statement of Eligibility

- · Early Detection Works is the payer of last resort
- Women between the ages of 40-64
- With pre-approval, women under 40 with a documented breast and/or cervical abnormal screening result and meeting all other stated eligibility guidelines may be eligible
- No insurance or, with pre-approval, insurance with high, unmet deductible
- Program funds cannot be used to supplement other government sponsored programs. For example, if a
 client receives Medicaid or Medicare (KanCare) she would not be eligible for the EDW program. If a woman
 is eligible for either Medicare, Medicaid (KanCare) or a policy through the health insurance market place
 and she is not enrolled in those programs, she should be encouraged to apply for coverage
- Meet current income guidelines (See table below)

Breast Cancer Early Detection Services

- Women ages 40-64 are eligible for an annual clinical breast exam (CBE), self-breast health education, and screening mammogram
- Repeat mammograms at recommended intervals will be covered as clinically indicated for short-term follow-up
- Women ages 18-64 presenting with abnormal breast screening results are eligible for the breast diagnostic tests in Attachment C

Cervical Cancer Early Detection Services

- Payment of Pap tests will be determined per current American Society for Colposcopy and Cervical Pathology guidelines (ASCCP)
 - Pap test alone with a negative result = repeat Pap test every three years
 - Pap test with an HPV co-test, both with negative results = repeat Pap test and HPV every five years
- Women having a total hysterectomy due to cervical neoplasia are eligible for annual Pap tests
- Women having a hysterectomy with an intact cervix should follow ASCCP guidelines for testing interval
- Women with abnormal cervical screening results are eligible for the cervical diagnostic tests in Attachment C, per ASCCP guidelines
- Women having a hysterectomy due to non-cancerous reasons are no longer eligible for payment of Pap tests

EDW enrolled women diagnosed with breast or cervical cancer may be eligible for coverage of treatment costs through KanCare. Women referred to KanCare will be required to provide a birth certificate and photo ID.

Income Eligibility Guidelines

(250% of the 2013 Federal Poverty Level)

Family	Annual	Monthly
Size	Maximum	Maximum
1	\$28,725	\$2,394
2	\$38,775	\$3,231
3	\$48,825	\$4,069
4	\$58,875	\$4,906
5	\$68,925	\$5,744
6	\$78,975	\$6,581
7	\$89,025	\$7,419
8	\$99,075	\$8,256

Add an additional \$8,150 for each person over 8 people

Early Detection Works (EDW) Kansas Breast and Cervical Screening Program Provider Customary Charge Information Attachment B

00,0		
Physical Location		
Address, City, State, Zip		
Checks Mailed to		
Address, City, State, Zip		
County Federal	Employer ID No	
Contractual Contact Name	Phone Number	E-Mail
Same as: ☐ Adminis	trative Contact 🔲 Billing Contact 🔲 Clini	cal Contact
Address, City, State, Zip		
Administrative Contact Name	Phone Number	E-Mail
Same as: ☐ Contrac	tual Contact	l Contact
Address, City, State, Zip		
Billing Contact Name	Phone Number	E-Mail
	Contact ☐ Administrative Contact ☐ Cli	
Address, City, State, Zip		
Clinical Contact Name	Phone Number	E-Mail
	Contact Administrative Contact Bi	•
Address, City, State, Zip		
EDW will reimburge providers according to the	e Reimbursement Fee Schedule (At	tachment C) Ifor funder reportin
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(Over for hospitals, stand-alone mammography centers, radiologist, laboratories, pathologists)

Hospitals, stand-alone mammography centers, radiologists: G0202.....Screening mammogram.....\$ G0202TCTechnical component\$_ G0204 Diagnostic bilateral mammogram.....\$_ G0204TCTechnical component\$ G0204PCProfessional component\$ G0206Diagnostic unilateral mammogram......\$_ G0206TCTechnical component\$_ G0206PCProfessional component\$_ 76645Diagnostic ultrasound\$ 76645TCTechnical component\$_ 76645PCProfessional component.....\$ Laboratories, pathologists: 88164......Pap test\$ 88141 Cytopathology, cervical or vaginal, interpretation by physician\$_ 87621 Lab, HPV, amplified probe technique\$_

Attachment C

Attachment C Early Detection Works Reimbursement Fee Schedule Effective for services on or after July 1, 2015

Program guidelines require that EDW be the payor of last resort. Program funds cannot be used to supplement other federal programs. For example, if a client receives either Medicare or Medicaid (KanCare), she would not be eligible for the EDW program. If a woman is eligible for either Medicare or Medicaid (KanCare), and she is not enrolled in those programs, she should be encouraged to apply for coverage.

Early Detection Works will no longer accept women who have insurance. The rare exception to this is that a woman with insurance with a high, unmet deductible might be eligible. Please contact your Regional Nurse or EDW staff for prior authorization.

The following CPT codes have been approved for payment through the Early Detection Works Program.

Office Visits

Codes	Type of Service	Rate	Comments
99201	New patient visit - 10 minutes face-to-face	\$41.24	Level 1 - Focused problem
99202	New patient visit - 20 minutes face-to-face	\$70.78	Level 2 - Expanded
99203	New patient visit - 30 minutes face-to-face	\$102.62	Level 3 - Detailed
99211	Established patient - 5 minutes face-to-face	\$18.71	Level 1 - Focused problem
99212	Established patient - 10 minutes face-to-face	\$41.24	Level 2 - Expanded
99213	Established patient - 15 minutes face-to-face	\$69.06	Level 3 - Detailed
5000	Administration fee	\$15.00	One-time fee payable when patient transfers from a <i>non-EDW</i> provider

Breast

Codes	Type of Service	Rate	Comments
77057	Screening mammogram, film	\$76.96	Two views, each breast
77057TC	Technical component	\$42.42	Charge for service performed
77057PC	Professional component	\$34.54	Physician's reading fee
77056	Diagnostic bilateral mammogram, film	\$107.64	Two breasts
77056TC	Technical component	\$64.81	Charge for service performed
77056PC	Professional component	\$42.83	Physician's reading fee
77055	Diagnostic unilateral mammogram, film	\$83.78	One breast
77055TC	Technical component	\$49.23	Charge for service performed
77055PC	Professional component	\$34.54	Physician's reading fee
G0202	Screening mammogram, digital	\$124.34	Two views, each breast
G0202TC	Technical component	\$90.12	Charge for service performed
G0202PC	Professional component	\$34.22	Physician's reading fee
G0204	Diagnostic bilateral mammogram, digital	\$151.45	Two breasts
G0204TC	Technical component	\$108.61	Charge for service performed
G0204PC	Professional component	\$42.83	Physician's reading fee
G0206	Diagnostic unilateral mammogram, digital	\$119.47	One breast
G0206TC	Technical component	\$85.25	Charge for service performed
G0206PC	Professional component	\$34.20	Physician's reading fee

Attachment C

Breast (cont.)

Codes	Type of Service	Rate	Comments
76641	Diagnostic ultrasound, complete exam of breast including axilla, unilateral	\$101.32	For determination of fluid or solid mass in breast(s)
76641TC	Technical component	\$65.13	Charge for service performed
76641PC	Professional component	\$36.18	Physician's reading fee
76641B	Diagnostic ultrasound, complete exam of breast including axilla, bilateral	\$151.98	For determination of fluid or solid mass in breast(s)
76641B-TC	Technical component	\$97.70	Charge for service performed
76641B-PC	Professional component	\$54.27	Physician's reading fee
76642	Diagnostic ultrasound, limited exam of breast including axilla, unilateral	\$83.62	For determination of fluid or solid mass in breast(s)
76642TC	Technical component	\$49.88	Charge for service performed
76642PC	Professional component	\$33.74	Physician's reading fee
76642B	Diagnostic ultrasound, limited exam of breast including axilla, bilateral	\$125.43	For determination of fluid or solid mass in breast(s)
76642B-TC	Technical component	\$74.82	Charge for service performed
76642B-PC	Professional component	\$50.61	Physician's reading fee

FNA

Codes	Type of Service	Rate	Comments
10021	Fine needle aspiration without imaging guidance (performed in office)	\$140.12	
10021F	Fine needle aspiration without imaging guidance (performed in a facility)	\$67.76	
10021FF	Facility fee *	\$99.09	Facility fee *
10022	Fine needle aspiration with imaging guidance (performed in office)	\$133.57	
10022F	Fine needle aspiration with imaging guidance (performed in a facility)	\$64.78	
10022FF	Facility fee *	\$92.67	Facility fee *
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s)	\$53.82	
88172TC	Technical component	\$17.76	Charge for service performed
88172PC	Professional component	\$36.06	Physician's reading fee
88173	Cytopathology, evaluation of fine needle aspirate	\$142.16	
88173TC	Technical component	\$71.86	Charge for service performed
88173PC	Professional component	\$70.30	Physician's reading fee

Attachment C

Incisional Biopsy

Codes	Type of Service	Rate	Comments
19000	Puncture aspiration of cyst of breast (performed in office)	\$106.13	
19000F	Puncture aspiration of cyst of breast (performed in a facility)	\$42.86	
19000FF	Facility fee *	\$80.55	Facility fee *
19001	Puncture aspiration of cyst of breast, each add'l. cyst (performed in office)	\$26.02	
19001F	Puncture aspiration of cyst of breast, each add'l. cyst (performed in a facility)	\$21.47	

Excisional Biopsy

Codes	Type of Service	Rate	Comments
19081	Biopsy, breast, w/placement of breast localization device(s), when performed, and imaging of the biopsy specimen, when performed, percutaneous; first lesion, including stereotactic guidance (performed in office)	\$620.58	Surgical fee
19081F	Biopsy, breast, w/placement of breast localization device(s), when performed, and imaging of the biopsy specimen, when performed, percutaneous; first lesion, including stereotactic guidance (performed in a facility)	\$165.66	Surgical fee
19081FF	Facility fee *	\$572.10	Facility fee *
19082	Each additional lesion, including stereotactic guidance (performed in office)	\$506.01	Surgical fee
19082F	Each additional lesion, including stereotactic guidance (performed in a facility)	\$82.89	Surgical fee
19083	Biopsy, breast, w/placement of breast localization device(s), when performed, and imaging of the biopsy specimen, when performed, percutaneous; first lesion, including ultrasound guidance (performed in office)	\$604.32	Surgical fee
19083F	Biopsy, breast, w/placement of breast localization device(s), when performed, and imaging of the biopsy specimen, when performed, percutaneous; first lesion, including ultrasound guidance (performed in a facility)	\$161.08	Surgical fee
19083FF	Facility fee *	\$572.10	Facility fee *
19084	Each additional lesion, including ultrasound guidance (performed in office)	\$486.93	Surgical fee
19084F	Each additional lesion, including ultrasound guidance (performed in a facility)	\$78.08	Surgical fee
19100	Percutaneous, needle core, not using imaging guidance (performed in office)	\$141.68	Surgical fee
19100F	Percutaneous, needle core, not using imaging guidance (performed in a facility)	\$67.70	Surgical fee
19100FF	Facility fee *	\$264.86	Facility fee *

Attachment C

Excisional Biopsy (cont.)

Codes	Type of Service	Rate	Comments
19101	Open, incisional biopsy (performed in office)	\$319.68	Surgical fee (10 global days)
19101F	Open, incisional biopsy (performed in a facility)	\$211.63	Surgical fee (10 global days)
19101FF	Facility fee *	\$1,178.09	Facility fee *
19120	Excision of cyst (performed in office)	\$464.99	Surgical fee (90 global days)
19120F	Excision of cyst (performed in a facility)	\$392.95	Surgical fee (90 global days)
19120FF	Facility fee *	\$1,178.09	Facility fee *
19125	Excision of breast lesion, identified by preoperative placement of radiological marker, open, single (performed in office)	\$516.71	Surgical fee (90 global days)
19125F	Excision of breast lesion, identified by preoperative placement of radiological marker, open, single (performed in a facility)	\$436.89	Surgical fee (90 global days)
19125FF	Facility fee *	\$1,178.09	Facility fee *
19126	Excision of breast lesion, identified by preoperative placement of radiological marker, open, each add'l. lesion separately identified	\$156.01	Surgical fee
19281	Placement of breast localization device(s), percutaneous; first lesion, including mammographic guidance (performed in office)	\$225.97	
19281F	Placement of breast localization device(s), percutaneous; first lesion, including mammographic guidance (performed in a facility)	\$100.72	
19282	Each additional lesion, including mammographic guidance (performed in office)	\$156.90	
19282F	Each additional lesion, including mammographic guidance (performed in a facility)	\$50.79	
19283	Placement of breast localization device(s), percutaneous; first lesion, including stereotactic guidance (performed in office)	\$256.80	
19283F	Placement of breast localization device(s), percutaneous; first lesion, including stereotactic guidance (performed in a facility)	\$101.05	
19284	Each additional lesion, including stereotactic guidance (performed in office)	\$188.37	
19284F	Each additional lesion, including stereotactic guidance (performed in a facility)	\$51.12	
19285	Placement of breast localization device(s), percutaneous; first lesion, including ultrasound guidance (performed in office)	\$414.68	
19285F	Placement of breast localization device(s), percutaneous; first lesion, including ultrasound guidance (performed in a facility)	\$85.98	
19286	Each additional lesion, including ultrasound guidance (performed in office)	\$350.59	
19286F	Each additional lesion, including ultrasound guidance (performed in a facility)	\$43.31	

Initial MN Date 02/11/16

Attachment C

Radiology

Codes	Type of Service	Rate	Comments
76098	Radiological examination, surgical specimen	\$15.31	
76098TC	Technical component	\$7.38	Charge for service performed
76098PC	Professional component	\$7.93	Physician's reading fee
76942	Ultrasonic guidance for needle placement, imaging supervision & interpretation	\$57.06	
76942TC	Technical component	\$24.57	Charge for service performed
76942PC	Professional component	\$32.49	Physician's reading fee

Lab and Pathology

Codes	Type of Service	Rate	Comments
88305	Surgical pathology, gross & microscopic exam	\$68.63	
88305TC	Technical component	\$30.74	Charge for service performed
88305PC	Professional component	\$37.90	Physician's reading fee
88307	Surgical pathology, gross & microscopic exam requiring microscopic evaluation of surgical margins	\$282.95	
88307TC	Technical component	\$199.71	Charge for service performed
88307PC	Professional component	\$83.24	Physician's reading fee
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen	\$97.75	
88331TC	Technical component	\$35.28	Charge for service performed
88331PC	Professional component	\$62.47	Physician's reading fee
88332	Pathology consultation during surgery, each add'l tissue block with frozen section(s)	\$43.09	
88332TC	Technical component	\$12.24	Charge for service performed
88332PC	Professional component	\$30.85	Physician's reading fee

General Anesthesia

Codes	Type of Service	Rate	Comments
ANESTH	General anesthesia	\$275.00	Anesthesiologist fee

Attachment C

Cervical

Codes	Type of Service	Rate	Comments
88164	Pap test, conventional, slides cervical reported in Bethesda System, manual screening under physician supervision	\$14.38	
88165	Pap test, conventional, slides cervical reported in Bethesda system, manual screening and rescreening under physician supervision	\$14.38	
88142, 88143, 88174, 88175	Pap test, liquid-based, cervical, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision	\$20.68	
88141	Cytopathology, cervical or vaginal, requiring interpretation by physician	\$30.82	
87624	Lab, HPV, high risk types	\$47.76	
57452	Colposcopy of the cervix, without biopsy (performed in office)	\$104.00	Surgical fee
57452F	Colposcopy of the cervix, without biopsy (performed in a facility)	\$89.07	Surgical fee
57452FF	Facility fee *	\$49.54	Facility fee *
57454	Colposcopy of the cervix, with biopsy & endocervical curettage (performed in office)	\$146.67	Surgical fee
57454F	Colposcopy of the cervix, with biopsy & endocervical curettage (performed in a facility)	\$131.75	Surgical fee
57454FF	Facility fee *	\$61.31	Facility fee *
57455	Colposcopy of the cervix, with biopsy (performed in office)	\$136.66	Surgical fee
57455F	Colposcopy of the cervix, with biopsy (performed in a facility)	\$107.46	Surgical fee
57455FF	Facility fee *	\$64.51	Facility fee *
57456	Colposcopy of the cervix, with endocervical curettage (performed in office)	\$128.65	Surgical fee
57456F	Colposcopy of the cervix, with endocervical curettage (performed in a facility)	\$100.09	Surgical fee
57456FF	Facility fee *	\$62.01	Facility fee *
57460	Colposcopy of the cervix with loop electrode biopsy(s) of the cervix (performed in office)	\$266.33	Diagnostic use only. Requires pre- authorization
57460F	Colposcopy of the cervix with loop electrode biopsy(s) of the cervix (performed in a facility)	\$157.13	Diagnostic use only. Requires pre- authorization
57460FF	Facility fee *	\$171.43	Facility fee *
57461	Colposcopy with loop electrode conization of the cervix (performed in office)	\$301.95	Diagnostic use only. Requires pre- authorization
57461F	Colposcopy with loop electrode conization of the cervix (performed in a facility)	\$182.22	Diagnostic use only. Requires pre- authorization
57461FF	Facility fee *	\$184.27	Facility fee

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Attachment C

Cervical (cont.)

Codes	Type of Service	Rate	Comments
57500	Biopsy, single or multiple, or local excision of lesion, with or without fulguration (performed in office)	\$120.58	Diagnostic use only. Requires pre- authorization
57500F	Biopsy, single or multiple, or local excision of lesion, with or without fulguration (performed in a facility)	\$73.21	Diagnostic use only. Requires pre- authorization
57500FF	Facility fee *	\$80.91	Facility fee *
57505	Endocervical curettage (not done as part of a dilation & curettage) (performed in office)	\$96.54	Diagnostic use only. Requires pre- authorization (10 global days)
57505F	Endocervical curettage (not done as part of a dilation & curettage) (performed in a facility)	\$87.78	Diagnostic use only. Requires pre- authorization (10 global days)
57505FF	Facility fee *	\$54.89	Facility fee *
57520	Conization of cervix, with or without fulguration, with or without dilation & curettage, with or without repair; cold knife or laser (performed in office)	\$291.66	Diagnostic use only. Requires pre- authorization (90 global days)
57520F	Conization of cervix, with or without fulguration, with or without dilation & curettage, with or without repair; cold knife or laser (performed in a facility)	\$263.43	Diagnostic use only. Requires pre- authorization (90 global days)
57520FF	Facility fee *	\$1,003.39	Facility fee *
57522	Loop electrode excision (performed in office)	\$250.93	Diagnostic use only. Requires pre- authorization (90 global days)
57522F	Loop electrode excision (performed in a facility)	\$233.74	Diagnostic use only. Requires pre- authorization (90 global days)
57522FF	Facility fee *	\$1,003.39	Facility fee *
58100	Endometrial sampling with or without endocervical sampling, without cervical dilation, any method, separate procedure (performed in office)	\$103.95	Diagnostic use only. Requires pre- authorization without an AGC pap.
58100F	Endometrial sampling with or without endocervical sampling, without cervical dilation, any method, separate procedure (performed in a facility	\$84.48	Diagnostic use only. Requires pre- authorization without an AGC pap.
58100FF	Facility fee *	\$48.83	Facility fee *
58110	Endometrial sampling performed in conjunction with colposcopy	\$46.27	Diagnostic use only. Requires pre- authorization without an AGC pap.
58110F	Endometrial sampling performed in conjunction with colposcopy	\$40.11	Diagnostic use only. Requires preauthorization without an AGC pap.

^{*} Note: CDC has indicated that procedure rooms, treatment rooms and/or radiology rooms do not qualify for payment of facility fees.

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Attachment D

Early Detection Works (EDW) Kansas Breast and Cervical Screening Program Provider Linkages Attachment D

To ensure that women enrolled in this program are offered the full range of EDW allowable breast and cervical cancer screening services, as well as appropriate diagnostic tests, indicate in the spaces below all EDW contracted providers with which you have a working relationship. A current list of contracting providers is attached for your use. It is only necessary to write in each provider's EDW number as indicated in Column 1 of the provider list.

Be sure to include laboratories, hospitals, radiologists, gynecologists, surgeons and anesthesiologists. (See Attachment C for EDW approved services.) For any providers that are not on the list, specify the provider's legal name, a contact name and phone number. They will be contacted about becoming an EDW provider. Until the time that a contract has been executed with the non-contracting provider, an alternate provider should be used.

Breast services:	Cervical services:				
Mammograms, facility:	Pap tests:				
Mammograms, radiology:	HPV:				
Ultrasounds, facility:	Cytopathology:				
Ultrasounds, radiology:	GYN referrals:				
Breast biopsy surgeons:	Cervical biopsies:				
Breast biopsy facilities:	Cervical pathology:				
Breast biopsy radiology:					
Breast biopsy pathology:	Ancillary services: General anesthesia:				
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	EDW Contracted	Providers
Provider #	Name	Name2
70100	A Zainali MD Radiology PA	
70200	Advanced Medical Imaging	
70300	Affiliated Medical Services	
70400	Alliance Radiology PC	
50400	Anesthesia Associates LLP	
50500	Anesthesia Associates of Central KS,PA	
50600	Anesthesia Associates of Topeka	
50700	Anesthesia Consulting Services PA	
50800	Anesthesiologist Assoc. of Hays PA	
50900	Anesthesiology Chartered	
05100	Ashley Clinic LLC	
30200	Associates in Women's Health PA	
30400	Barbara A Brown	Sharpe Memorial Clinic
00700	Barber Co Treasurer	Barber Co Community Health Dept.
30500	Belleville Medical Clinic	
01400	Beloit Medical Center PA	
04700	Bill Troup MD	
11500	Butler County	Butler Co Health Dept.
70600	Campus Garden Imaging PA	
00800	Caritas Clinics Inc.	Duchesne Clinic
05200	Caritas Clinics Inc.	St Vincent Clinic
17400	Center for Health & Wellness Inc.	
40100	Center for Same Day Surgery	
30900	Central Care PA	
11400	Central Kansas Medical Center	dba St Rose Ambulatory & Surgery Center
31000	Central Kansas Medical Center	Central Kansas Women's Health Center
31100	Central Kansas Medical Center	St Joseph Family Medicine/Great Bend
40200	Central Kansas Medical Center	CKMC Surgical Care
60900	Chanute Anesthesia Services LLC	
70700	Chanute Radiology PA	
02300	Cheyenne County	Cheyenne Co Health Dept.
31300	Cheyenne County Clinic St Francis	
80100	Cimarron Pathology PA	
40300	Citizen's Medical Center	
11700	Citizen's Medical Center Inc.	
03500	City Cowley County Health Dept.	
31500	Clay Center Family Physicians	
02700	Clay County	Clay Co Community Health Services
40400	Clay County Medical Center	
03300	Cloud County Health Dept.	
40500	Coffey County Hospital	
12300	Coffey County Medical Center	
00300	Coffeyville Doctors Clinic PA	,
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EDW		Attacnmen
12500	Coffeyville Regional Medical Center INC	
31700	College Hill Obstetrics & Gynecology PA	
00500	Comanche County	Comanche Co Health Dept.
40700	Comanche County Hospital	
40800	Comanche County Hospital	
14300	ComCare PA	
13300	Community Health Center of Southeast	
40900	Community Healthcare System Inc.	
10500	Community House of Wellness	
09600	Community Memorial Hospital	Community Memorial Healthcare Inc.
01600	Cotton O'Neil Clinic	Jane C Stormont Women's Health Center
02100	Cotton O'Neil Clinic	
13700	County of Norton	
03700	Crawford County	Crawford Co Health Dept.
52000	Cypress Anesthesia Prof LLC	
41100	Cypress Surgery Center	
16300	Daniel J Sanchez MD PA	
32000	David K Hodgson MD	
32100	David Lundquest MD	
52600	David W Jordan	
06400	Decatur County	
32200	Decatur Health Systems INC	
52800	Dennis G Higginbotham MD	
53000	Dennis W Miller MD PA	
70800	Digital Radiology Services LLC	
41300	Dodge City Healthcare Group LP	
41400	Dodge City Medical Center Chartered	
13100	Dodge City Women's Health Clinic	
53300	Donald C White MD	
32300	Donley Memorial Clinic LLC	
53500	Dr. John D Mosier	
12000	E C Tyree Health & Dental Clinic Inc.	
06600	Edwards County Ambulance	
32500	El Dorado Obstetrics & Gynecology	
32600	El Dorado Surgical Assoc.	
05300	Ellsworth County	
41500	Ellsworth County Medical Center	
61000	Emporia Anesthesia Associates PA	
05500	Finney County	
33000	First Care Clinic Inc.	
33100	Flint Hills OBGYN	
41600	Flint Hills Surgical Clinic	
33200	Galichia Medical Group PA	
33300	Garden Medical Clinic PA	
54100	Geary Anesthesia Assoc. PA	

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41700	Geary County Hospital	
54200	General Anesthesia Services	
54400	Girard Anesthesia Services	
41800	Goodland Regional Medical Center	
10000	GraceMed Health Clinic	
71200	Great Plains Imaging LLC	
42000	Great Plains of Cheyenne County INC	
09100	Great Plains of Phillips County Inc.	dba Phillips Co Hospital
33600	Great Plains of Phillips County Inc.	
42100	Great Plains of Republic County Inc.	
18400	Great Plains of Smith Co Inc.	Smith Co Family Practice
42200	Great Plains of Smith Co Inc.	Smith Co Memorial Hospital
33700	Great Plains Surgery PC	
07900	Gregory H Mears DO	Mears Medical Enterprise
42300	Grisell Memorial Hospital	
20800	Guadalupe Clinic Inc.	
71400	Hastings Radiology Assoc. PA	
02400	Hays Medical Center	
00400	Health Care Access Inc.	
01000	Health Midwest Development Group	Allen Co Hospital
10600	Health Ministries Clinic	
00100	Health Partnership Clinic	of Johnson Co
12800	Heart of Kansas Family Health Care Inc.	
10200	Heartland Medical Clinic Inc.	
71600	Heartland Open MRI LLC	
80700	Heartland Pathology	
04100	Herington Municipal Hospital	
42400	Herington Municipal Hospital	Herington Area Health Clinic
12100	Hiawatha Hospital Association Inc.	
42500	Hiawatha Hospital Association Inc.	
71700	Hilary Zarnow MD	
10400	Hodgeman County Health Center	O'Shea Memorial Clinic
33900	Hodges Women's Clinic PA	
08500	Hospital District No 1 of Crawford County	
71800	Hughes Radiology Services INC	
09300	Hunter Health Clinic Inc.	
34000	Hutchinson Clinic PA	
71900	Integrity Imaging PA	
54900	Issara Ayuthia MD	
83900	James R Welch MD	Cytocheck Laboratory
09900	Jewell County Hospital	Jewell Co Rural Health Clinic
35200	Joel Hornung Lora Siegle Daniel Frese	Family Health Center of Morris County
55500	John A Buie MD	
13000	Johnson County	Johnson Co Health Dept
72000	Johnson County Imaging Center	

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		71114071111011
55800	Jonas G Bustos MD	
06100	Junction City Geary Co Health Dept.	
72100	Kansas Imaging Consultants PA	
80900	Kansas Pathology Consultants PA	
34300	Kansas Surgical Associates	
56100	Kansas Surgical Consultants LLP	
05800	Kearny County Hospital	dba Family Health Center
56300	Kevin L Hamm DO PA	
09500	Kingman County	Kingman County Health Dept.
42700	Kiowa District Hospital	
08200	Labette County Medical Center	
81300	Laboratory Corp. of America Holdings	
56800	Lawrence Anesthesia PA	
81400	Lawrence Clinical Laboratory Chtd.	
34800	Lawrence Family Medicine & Obstetrics	
34900	Lawrence Family Practice Center PA	
43000	Lawrence Memorial Hospital	dba Lawrence General Surgery
43100	Lawrence Memorial Hospital	
72300	Leavenworth KC Imaging PA	
56900	Lee V Ludwig MD	
57000	Leslie Hansen MD	
35100	Lincoln Center OB GYN PA	
09000	Lincoln County Health Dept.	
35300	Lowe & Freyaldenhoven MDs Chtd.	
11100	Lyon County Health Department	dba Flint Hills Community Health Center
72400	Manhattan Radiology LLP	
02800	Marian Clinic Inc.	
07000	Mark A Gerstberger DO	Gerstberger Medical Complex
13200	Marshall County	Marshall Co Health Dept.
81500	MAWD Pathology Group	
11900	Meade County	Meade County Health Department
43200	Meade District Hospital	Meade Rural Health Clinic
35800	Medical Arts Clinic PA	
43300	Medical Center PA	
43400	Medical Heights Medical Center	
43600	Medicine Lodge Surgical Clinic	Donald Ransom MD
11200	Mercy & Truth Health Care	
01800	Mercy Health Systems of Kansas Inc.	Mercy Physician Group
35900	Mercy Health Systems of Kansas Inc.	Mercy Physician Group
43700	Mercy Health Systems of Kansas Inc.	
43800	Mercy Health Systems of Kansas Inc.	Mercy Health Systems of Kansas Inc.
43900	Mercy Health Systems of Kansas Inc.	Mercy Hospital
44000	Mercy Regional Health Center Inc.	
57400	Mid America Anesthesia Professionals LLC	
57500	Midwest Anesthesia Associates	

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81600	Midwest Pathology Consultants PA	
39100	Midwest Surgery Inc.	
44100	Mitchell County Hospital	
44200	MNMCH Inc.	dba Maude Norton Memorial Hospital
72600	Mobile Imaging Inc.	
12700	Morris Co Health Dept.	
44300	Morris County Hospital	
36200	Mowery Clinic LLC	
72700	NCK Radiology PA	
44400	Neosho Memorial Regional Medical Center	
13500	Ness County	Ness County Health Dept.
44500	Ness County Hospital District #2	
36300	Newman Memorial County Hospital	
57900	Newton Anesthesia Services PA	
44700	Newton Healthcare Corporation	Newton Medical Center
44800	Ninnescah Valley Health Systems Inc.	Kingman Community Hospital
36400	Northwest Family Physicians	
36500	Norton County Hospital	
44900	Norton County Hospital	
36700	Oberlin Medical Arts PA	
36900	Olathe Obstetrics & Gynecology	
81800	Onco Diagnostic Laboratory Inc.	
13900	Osage Co Health Dept.	
07800	Osborne County Memorial Hospital	
45100	Osborne County Memorial Hospital	
72800	Overland Park Radiologists PA	
37300	Pai Clinic PA	
82100	Pathology Laboratory Associates	
82200	Pathology Services PA	
82300	Peterson Laboratory Services PA	
14700	Phillips County	Phillips Co Health Dept.
82400	Physicians Reference Laboratory	
72900	Pittsburg Radiology Assoc. PA	
73000	Plains Radiology Services PC	
14900	Pottawatomie County	
11600	Prairie Band Potawatomi Nation	
37700	Prairie Star Family Practice	
05400	Prairie Star Health Center Inc.	
15100	Pratt Regional Medical Center	
45300	Prime Healthcare Services - Providence LLC	
73100	Professional Radiology Services	
37800	Providence Care Inc.	
82600	Quest Diagnostics Clinical Lab Inc.	
73200	Radiologic Professional Services	
73300	Radiology & Nuclear Medicine LLC	

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73400	Radiology Associates of Hays PA	
58400	Raymond G Hawley MD PA	
82700	Regional Medical Lab	
38100	Regional Surgical Assoc. PA	
15500	Reno County	Reno Co Health Dept.
82800	Reno Pathology Associates PA	
07300	Republic County	Republic County Health Dept.
38200	Republic County Family Physicians	
16100	Riley County Manhattan Health Dept.	
58800	Robert Charles Gibbs MD LLC	
16200	Rooks County	Rooks County Health Dept.
45600	Rooks County Health Center	
38300	Rural Health Resources of Jackson Co Inc.	dba Holton Comm. Hospital Family Practice Assoc.
06800	Russell County	Russell Co Health Dept.
46500	Saint John Hospital Inc.	
07400	Saint Luke's Cancer Center Institute LLC	
03800	Salina Health Education Foundation	
45700	Salina Regional Health Center Inc.	
45800	Salina Surgical Hospital	
16900	Salina-Saline County Joint	Salina Saline Co Health Dept.
17100	Scott County	Scott Co Health Dept.
45900	Scott County Hospital Inc.	
59400	Scott D Ellison MD	
17300	Sedgwick County	Sedgwick County Health Department
17700	Shawnee County	Shawnee Co Health Agency
08800	Shawnee Mission Medical Center	
46000	Shawnee Mission Surgery Center	
01300	Sheridan County Hospital	Hoxie Medical Clinic
18100	Sherman County	Sherman Co Health Dept.
83100	Southcentral Pathology Lab PA	
38800	Southeast Kansas Surgical Group	
46200	Southwest Medical Center	
46300	St Catherine Hospital	
46400	St Francis Hospital & Medical Center	
12900	St Johns Physicians LLC	
11800	St Luke Hospital and Living	
83200	St Luke's Pathology Associates Inc.	
59500	Stephen D Cranston MD	
04400	Sumner Co Family Care Center PA	
46900	Sumner Regional Medical Center	
39200	Surgical Assoc. of Hays PA	
39300	Surgical Associates of NE KS SE NE	
39400	Surgical Associates PA	
39500	Surgical Specialists PA	
47100	Susan B Allen Memorial Hospital	

Attachment D

03000 Swope Parkway Health Center Swope Health Quindaro 39600 Tallgrass Prairie Surgical 47200 Tallgrass Surgical Center 47300 The Family Health Care Center 39800 The Family Health Group PA 12400 Thomas County 60100 Thomas County 60200 Tim Harris DO 83300 Topeka Pathology Group PA 19500 Trego County Lemke Memorial Hospital 90100 Trego County Lemke Memorial Hospital 90100 Trego County Lemke Memorial Hospital 20900 Unified Government of Wyandotte County 47500 Trego County Lemke Memorial Hospital 20900 Unified Methodist Community Health Center 74000 United Imaging Consultant LLC 00600 United Methodist Community Health Center 74100 United Methodist Community Health Center 74100 United Methodist Community Health Center 74700 Via Christi Hospitals Wichita Inc. 74500 Via Christi Hospitals Wichita Inc. 74700 Via Christi Hospital Wichita Inc.				
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State of Kansas Department of Administration DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _______, 20____.

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. <u>Kansas Law and Venue</u>: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. <u>Termination Due To Lack Of Funding Appropriation</u>: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. <u>Acceptance Of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. <u>Responsibility For Taxes</u>: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. <u>Insurance</u>: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. <u>The Eleventh Amendment</u>: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. <u>Campaign Contributions / Lobbying:</u> Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COMPLIANCE WITH THE

"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to **all** employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

(Rev. December 2011) Department of the Treasury Internal Revenue Service

Request for Taxpaver Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)		***************************************	***************************************						***************************************		
Print or type Specific Instructions on page 2.	County of Sedgwick											
	Business name/disregarded entity name, if different from above											
	Sedgwick County Health Department											
	Check appropriate box for federal tax classification:								***************************************			
	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate											
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶							[₹] E	xempi	payee		
	✓ Other (see instructions) ► Local Government											
	Address (number, street, and apt. or suite no.)	Requester	's na	ıme ı	and ad	dress	(optio	nal)				
	2716 W Central											
See 5	City, state, and ZiP code											
ഗ്	Wichita, KS 67203											
	List account number(s) here (optional)											
Pai	Taxpayer Identification Number (TIN)	······································				************						
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name"	line S	ocia	l sec	curity	numb	er					
	id backup withholding. For individuals, this is your social security number (SSN). However, for	а	Т	Т								
	nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a						-		ļ		
	page 3.	v						*********		•		
	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer Identificati						n number				
number to enter.				,	- 6	o	0 0	7	9	8		
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Par	II Certification											
Unde	penalties of perjury, I certify that:											
1, Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a	a number	to b	e is	sued	to m	e), and	Ė				
2. la	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b)	I have no	ot be	en r	notifie	d by	the In	terna	l Rev	enue		
	vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of	r dividen	ds, c	or (c) the I	RS ĥ	as not	ified	me th	at I am		
no	longer subject to backup withholding, and											
3. I a	n a U.S. citizen or other U.S. person (defined below).											
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that	at you are	cui	rent	ly sub	ject	to bac	kup	withh	olding		
	se you have failed to report all interest and dividends on your tax return. For real estate transa											
	st paid, acquisition or abandonment of secured property, cancellation of debt, contributions to ally, payments other than interest and dividends, you are not required to sign the certification,											
	ctions on page 4.	out you i	lust	h: o	vide j	ou: (,01166	L RRY.	966	uie		
	ations on page 4:											
Sign Here	Signature of A (1 of 1)	e ► ,	31	12	12		6					
Here	Signature of Add Add Add Add Add Add Add Add Add Ad) 2/	1 <i>9</i>	$\frac{1}{2}$	<i>01</i>	6 Form 1	N-Q+	o rea	I poet		

noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.