ATTACHMENT "A"

STATE OF NEBRASKA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MULTIPLE PROGRAM PROVIDER CONTRACT

By signing below the Provider agrees to provide services or goods as needed to Nebraska Department of Health and Human Services (hereinafter "Department") approved clients in accordance with the terms and conditions of this contract for the Every Woman Matters Program;

1. The Provider shall comply with the policies and procedures required by the Department in the delivery of services and in submitting claims for payment as described in the Every Woman Matters Provider Manual. The Department shall provide the manual with this Contract. The manual and its amendments are incorporated by this reference as through fully set out herein. The Department reserves the right to amend the provider manual as needed. The provider acknowledges receipt of the Every Woman Matters Program Provider Contract Manual, which includes information regarding the Breast and Cervical Cancer Screening Program, WiseWoman (cardiovascular/diabetes) Program, and Colorectal Cancer Demonstration Program

2. Authorized services and resulting charges are subject to review and approval by the Department. Payments for services shall be in accordance with program billing guidelines in effect at the time services are provided.

3. The Department shall not make payment for any item or service to the extent that payment has been made, or can reasonably be expected to be made under any State compensation program including Medicaid, under an insurance policy, under any Federal or State health benefits program or by an entity that provides health services on a prepaid basis. The Department shall not pay the co-pay portion of any public or private compensation programs in which the client is enrolled, unless so specified in the provider manual.

4. The Provider shall not require or request payment from clients for authorized services covered by this Contract. The Provider shall have the right to bill clients for services not covered under this Contract.

5. The Provider, in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. Section 48-1122, shall agree that the Provider shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Contract, with the respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

6. The Provider will comply with Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Age Discrimination in Employment Act of 1975; the Americans with Disabilities Act of 1990; and the regulations implementing such statutes, to the effect that no person shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, denied benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance.

7. In accordance with Section 381 (e)(5) of the Public Health Service Act, 42 U.S.C. 247 c(e)(5), all information obtained in connection with the examination, care, or services provided to any individual under any program which is being carried out with federal or state funds shall not, without such individual's consent, be disclosed except as may be necessary to provide services to him/her or as may be required by a law of a state or political subdivision of a state.

8. This Contract may be terminated with or without cause by either party upon thirty (30) days written notice or at any time by mutual agreement of both parties. If the Provider is in violation of this Contract or any other law, rule or regulation of the Department, State of Nebraska, or Federal Government, this Contract may be terminated immediately upon mailing of a written notice from the Department. In the event of termination, the Provider shall be paid only for services provided as of the termination date.

9. Contracts may not be modified except by amendment made in writing and signed by both parties or their duly authorized representative, or as provided in paragraph 1 and 2 of this Contract.

10. Participation in the program is subject to the availability of funds. Services under this contract shall be suspended at such time as funds are not available to cover payment. However, suspension shall not eliminate coverage under this contract for such services which had been approved by the Department and which had already been furnished prior to the date of suspension.

11. The Provider agrees to maintain adequate and complete fiscal and medical records to fully document services rendered to clients under terms of this Contract. These records shall be retained for three (3) years from termination or expiration of this Contract, and shall be made available upon request by an authorized representative of the Department. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

12. The Provider must have and maintain the necessary qualifications and licensure, certification, or registration required by state and federal law to provide services under this contract.

(See Reverse Side)

13. The Department accepts liability to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act, and retains all rights and immunities under such laws and any other provision of law.

14. The Provider is an independent contractor and neither it nor any of its employees shall be deemed employees of the Department for any purpose.

15. The Contract shall be effective on July 1, 2007 and shall continue in effect until June 30, 2012 or in the event of termination or suspension.

Executed by the parties or their Authorized Representatives on the dates indicated below.

FOR THE PROVIDER: (Note: The Authorized Representative must sign and date the Provider Contract. A stamped signature will not be accepted.)

Lincoln-Lancaster County Health Department — Legal Contract Name* (Please Type or Print)

3140 N Street / Lincoln NE 68510 — Mailing Address (Street, City, State, Zip)

Bruce D. Dart, Ph.D. — Name of Authorized Representative

Health Director — Title (if any)

Signature of Authorized Representative

5 / 1 / 07 — Date

47600-6256 — Federal Tax I.D. # or Social Security

(402) 441-8000 — Telephone Number

FOR THE DEPARTMENT:

Signature of Authorized Representative

03/01/2007 — Date

Typed Name and Title Kathy Ward Administrator, Office of Women's Health

Return to:

Attn: Contracts
Nebraska Department of Health and Human Services
301 Centennial Mall South
P.O. Box 94817
Lincoln, NE 68509-4817

*The contract should be in the name of the business entity or individual who is legally responsible for the contract. For example, if the contractor is a professional corporation, a corporation, Limited Liability Company or partnership, the contract should be in the name of that entity and signed by one who is legally authorized to bind the entity to contractual obligations. If the contractor is a sole proprietorship, then the contractor should be the individual doing business as whatever the fictitious name is, and the contract should be signed by the individual. If the contract is with an individual, the contract should be signed by that person.