

HAYWOOD COUNTY
 BUDGET ORDINANCE AMENDMENT
 FISCAL YEAR 2015-16

PER: _____
 JNL: _____

BE IT ORDAINED by the Board of Commissioners of Haywood County that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2016

Section 1. To amend the General Fund, the expenditures are to be charged as follows:

Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
115110 Health				
Salaries & Wages	115110-512100	1,695,257	(1,000)	1,694,257
				-
115158 Breast & Cervical Cancer				
Professional Services	115158-519300	16,000	1,000	17,000
				-
				-
				-

which will result in a net increase of \$ _____ in the expenditures of the General Fund.

To provide the additional revenue for the above, the following revenues will be increased as the money has been received:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
				-
				-
				-
				-

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this the _____ day of _____, 2015.

 Chairman
 Haywood County Board of Commissioners

ATTEST:

 Clerk to the Board

Explanation:
To reallocate funds to cover the Mammography Services contract for indigent and uninsured patients with DLP Haywood Regional Medical Center and AP Laboratories.

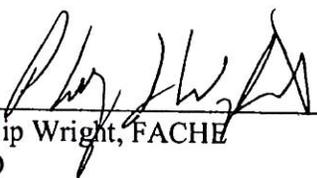
**CONTRACTUAL AGREEMENT BETWEEN
DLP HAYWOOD REGIONAL MEDICAL CENTER, LLC
D/B/A HAYWOOD SURGICAL ASSOCIATES AND DLP HAYWOOD REGIONAL MEDICAL
CENTER, LLC D/B/A HAYWOOD REGIONAL MEDICAL CENTER
AND AP LABORATORIES,
AND
HAYWOOD COUNTY HEALTH AND HUMAN SERVICES AGENCY**

This Contractual Agreement (“Agreement”) entered into July 1, 2015 by and between DLP Haywood Regional Medical Center, LLC d/b/a Haywood Surgical Associates, hereinafter referred to as the “Practice”; and DLP Haywood Regional Medical Center, LLC d/b/a Haywood Regional Medical Center, hereinafter referred to as the “Hospital”; and AP Laboratories LLC, hereinafter referred to as the “Laboratory”; and the Haywood County Health and Human Services Agency Public Health Division; hereinafter referred to as the “Agency”, is to provide services for indigent and uninsured clients referred from the Agency’s Breast and Cervical Cancer Screening Program (“BCCCP”).

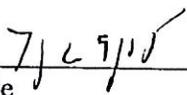
1. The Practice agrees to provide the following services and to bill the Agency according to the appropriate maximum North Carolina Breast and Cervical Cancer Control Program 2015-2016 Services Fee Schedule. (See attached schedule)
 - a. Surgical Consultation – Office Visit
 - b. Fine Needle Aspiration (Code 10021)
 - c. Excision of Cyst, Fibroadenoma (Code 19120)
 - d. Excision of Breast Lesion Preop Placement Identified (Code 19125)
2. The Hospital agrees to provide the following services and to bill the Agency according to the appropriate maximum North Carolina Breast and Cervical Cancer Control Program 2015-2016 Services Fee Schedule. (See attached schedule)
 - a. Cytopathology - evaluation of fine needle aspirate (Code 88173TC)
 - b. Surgical Pathology – Gross and microscopic examination (Codes 88305TC and 88307TC)
3. The Laboratory agrees to provide the following services and to bill the Agency according to the appropriate maximum North Carolina Breast and Cervical Cancer Control Program 2015-2016 Services Fee Schedule. (See attached schedule)
 - a. Cytopathology - evaluation of fine needle aspirate (Code 88173-26)
 - b. Surgical Pathology – Gross and microscopic examination (Codes 88305-26 and 88307-26)
4. Total payment during this service period is not to exceed \$1,000.00.
5. The Practice shall return the patient’s summary report to the Agency within two weeks of the date of rendered services for necessary follow up care. Payment will be made for services rendered after patient’s summary report has been received by the Agency. The Practice, Hospital, and Laboratory shall not bill the patient or any other agency for these services.
6. The Practice, and Laboratory, in performing this Agreement, shall be independent contractors and shall not be considered employees of the Agency for any purpose whatsoever.
7. Activities under this Agreement will be conducted in accordance with Title VI, Civil Rights Act of 1964; Title X; Title XIX; Americans with Disabilities Act of 1990; and any subsequent revision under North Carolina State Law.
8. Any party may terminate this Agreement at any time by the giving of thirty (30) day’s written notice of intention to the other parties.

9. This Agreement shall be binding on and shall inure to the benefit of the parties and their successors, heirs, and assigns.
10. Failure to enforce or insist upon compliance with any of the terms or conditions of this AGREEMENT shall not operate as or constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all time in full force and effect.
11. This Agreement contains the entire understanding of the parties, and there are not any representations, warranties, covenants, or undertakings other than those expressly set forth herein.
12. No subsequent modification or amendment of the Agreement shall be effective unless such modification or amendment shall be in writing and signed by the parties.
13. The situs of the Agreement is the State of North Carolina, and its terms and provisions shall be construed and applied in accordance with the laws of the said state.
14. Should any provision of this Agreement be found to be contrary to law or to public policy under the laws of North Carolina or any other state, the parties intend that the remaining provisions of the Agreement shall continue in full force and shall be binding upon them.
15. The captions of each provision hereof, as they pertain to the contents of each such provision, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying, adding to, or subtracting from the particular provision to which they refer.
16. The effective dates of this Agreement are July 1, 2015 through June 30, 2016.
17. If additional patient services are needed, contact will be made with Agency personnel to seek out alternative funding through the North Carolina Cancer Control Program.

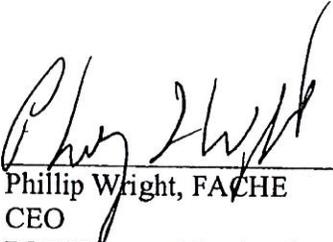
IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals to this document.



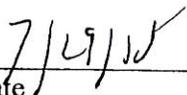
Phillip Wright, FACHE
CEO
DLP Haywood Regional Medical Center, LLC
d/b/a Haywood Regional Medical Center



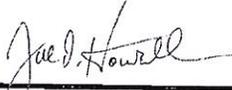
Date



Phillip Wright, FACHE
CEO
DLP Haywood Regional Medical Center, LLC
d/b/a Haywood Surgical Associates



Date



Joe D. Howell
Vice President for Business Development
AP Laboratories LLC

7/30/15

Date

Talmadge Stone Blevins, Health and Human
Services Agency Director

Date

Carmine F. Rocco, M.S., Health Director

Date

"Provision for the payment of monies to fall due under this agreement has been made by appropriation duly authorized, as required by the local Government Budget and Fiscal Control Act."

Ira L. Dove
County Manager

Date

Julie Davis
County Finance Officer

Date

North Carolina Breast and Cervical Cancer Control Program
2015-2016 Services Fee Schedule (1)
For the Period 07/01/2015 through 06/30/2016
Revised: 4/13/2015

Breast Procedures (1)	Code	15-16 Fee	Office Fee Allowed
Screening			
Clinical Breast Examination	N/A		Yes
Screening Mammogram	77057	\$ 78.38	No
	77057TC	\$ 43.56	
	77057-26	\$ 34.82	
Follow-Up			
Diagnostic Mammogram - Unilateral	77055	\$ 85.37	No
	77055TC	\$ 50.55	
	77055-26	\$ 34.82	
Diagnostic Mammogram - Bilateral	77056	\$ 109.71	No
	77056TC	\$ 66.53	
	77056-26	\$ 43.18	
Radiological examination, surgical specimen	76098	\$ 15.60	No
	76098TC	\$ 7.30	
	76098-26	\$ 8.00	
Screening Mammogram, Digital, Bilateral	G0202	\$ 126.99	No
	G0202TC	\$ 92.50	
	G0202-26	\$ 34.48	
Diagnostic Mammogram, Digital, Bilateral	G0204	\$ 154.99	No
	G0204TC	\$ 111.81	
	G0204-26	\$ 43.18	
Diagnostic Mammogram, Digital, Unilateral	G0206	\$ 121.99	No
	G0206TC	\$ 87.51	
	G0206-26	\$ 34.48	
Ultrasound, complete examination of breast including axilla, unilateral	76641	\$ 102.21	No
	76641TC	\$ 66.53	
	76641-26	\$ 35.67	
Ultrasound, limited examination of breast including axilla, unilateral	76642	\$ 84.10	No
	76642TC	\$ 50.88	
	76642-26	\$ 33.22	
Surgical Evaluation/Consultation	N/A	(2)	Yes
Fine Needle Aspiration	10021	\$ 142.64	Yes
Fine Needle Aspiration (with imaging guidance)	10022	\$ 135.83	Yes
Ultrasonic guidance for needle placement, imaging supervision and interpretation (performed in conjunction with 10022 or 19000)	76942	\$ 58.27	No
	76942-TC	\$ 25.25	
	76942-26	\$ 33.02	
Cytopathology, evaluation of fine needle aspirate	88172	\$ 54.55	No
	88172TC	\$ 18.25	
	88172-26	\$ 36.30	
Cytopathology, evaluation of fine needle aspirate > Interpretation and Report	88173	\$ 144.48	No
	88173TC	\$ 73.80	
	88173-26	\$ 70.68	

**North Carolina Breast and Cervical Cancer Control Program
2015-2016 Services Fee Schedule (1)**

Breast Procedures Continued			
	Code	15-16 Fee	Office Fee Allowed
Puncture Aspiration	19000	\$ 108.07	Yes
- each additional procedure, use in addition to 19000	19001	\$ 26.40	Yes
Breast Biopsy (with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion) (3)	19081	\$ 635.44	Yes
Each additional lesion (3)	19082	\$ 516.63	Yes
Breast Biopsy (with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion) (3)	19083	\$ 619.27	Yes
Each additional lesion (3)	19084	\$ 497.74	Yes
Needle Core Biopsy	19100	\$ 144.06	Yes
Needle Core Biopsy (open, Incisional)	19101	\$ 326.61	Yes
Excision of cyst, fibroadenoma, or other tumor, aberrant breast tissue - duct lesion, nipple or areolar lesion, open, - 1 or more lesions.	19120	\$ 474.25	Yes
Excision of breast lesion identified by preop placement - of radiological marker, open, single lesion.	19125	\$ 526.02	Yes
- each additional lesion separately identified by a preop radiological marker (list separately)	19126	\$ 158.55	Yes
Placement of breast localization device, percutaneous; mammographic guidance; first lesion (4)	19281	\$ 230.65	Yes
Each additional lesion (4)	19282	\$ 163.38	Yes
Placement of breast localization device, percutaneous; stereotactic guidance; first lesion (4)	19283	\$ 261.95	Yes
Each additional lesion (4)	19284	\$ 195.67	Yes
Placement of breast localization device, percutaneous; ultrasound guidance; first lesion (4)	19285	\$ 424.79	Yes
Each additional lesion (4)	19286	\$ 372.44	Yes
Surgical Pathology, gross and microscopic examination	88305	\$ 69.69	No
	88305TC	\$ 31.57	
	88305-26	\$ 38.11	
Surgical Pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins	88307	\$ 289.37	No
	88307TC	\$ 205.32	
	88307-26	\$ 84.05	

**North Carolina Breast and Cervical Cancer Control Program
2015-2016 Services Fee Schedule (1)**

Cervical Procedures (1)	Code	15-16 Fee	Office Fee Allowed
Screening			
Pelvic Examination - Bimanual	N/A		Yes
Cytopathology, cervical or vaginal, <i>requiring interpretation</i> by physician	88141	\$ 30.90	Yes
Cytopathology (liquid based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision	88142	\$ 27.64	Yes
Cytopathology (liquid based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision	88143	\$ 27.57	Yes
Cytopathology (conventional Pap test), slides cervical or vaginal, manual screening under physician supervision	88164	\$ 14.38	Yes
Cytopathology (conventional Pap test), slides cervical or vaginal, manual screening and rescreening under physician supervision	88165	\$ 14.38	Yes
Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation, screening by automated system, under physician supervision	88174	\$ 29.08	Yes
Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation, screening by automated system and manual rescreening under physician supervision	88175	\$ 35.36	Yes
Human Papilloma Virus, high-risk types (5)	87624	\$ 33.38	No
Follow-Up (6)			
Colposcopy	57452	\$ 105.76	Yes
Colposcopy with Biopsy and endocervical curettage	57454	\$ 148.66	Yes
Colposcopy with Biopsy	57455	\$ 138.32	Yes
Colposcopy with endocervical curettage	57456	\$ 130.43	Yes
Surgical Pathology, gross and microscopic examination	88305	\$ 69.69	No
	88305TC	\$ 31.57	
	88305-26	\$ 38.11	

**North Carolina Breast and Cervical Cancer Control Program
2015-2016 Services Fee Schedule (1)**

Office Visits (2)	Physician Visits CPT Code	15-16 Fee
New patient; history, exam, straightforward decision-making; 10 minutes	99201	\$ 41.59
New patient; <i>expanded</i> history, exam, straightforward decision-making; 20 minutes	99202	\$ 71.51
New patient; <i>detailed</i> history, exam, straightforward decision-making; 30 minutes	99203	\$ 104.24
Established patient; evaluation and management, may not require presence of a physician, 5 minutes	99211	\$ 19.04
Established patient; history, exam, straightforward decision-making; 10 minutes	99212	\$ 41.59
Established patient; <i>expanded</i> history, exam, straightforward decision-making; 15 minutes	99213	\$ 70.01
Established patient; <i>detailed</i> history, exam, moderately complex decision-making; 25 minutes	99214	\$ 103.46

00400 Anesthesia

Not to exceed 3 Base Units plus Time Units (length of time spent providing anesthesia service in 15 increments) minute increments) times Conversion Rate (\$21.87) or \$250, whichever is lower.

GLOBAL AND SPLIT FEES

Both global and split fees apply to the breast procedures listed on page 1 of this fee schedule. The method and direction of payment will determine their usage for your facility. The following are the codes and definitions that apply:

G = Global; the all-inclusive fee for performing and interpreting the service.

TC = Technical Component; the fee for performing the service.

26 = Professional Component; the fee for interpreting the service.

North Carolina Breast and Cervical Cancer Control Program
2015-2016 Services Fee Schedule (1)

END NOTES

- (1) NC BCCCP covers only the physician's fee. Any facility charges associated with these CPT codes are not covered.
- (2) All consultations should be billed through the standard "new patient" office visit CPT codes: 99201-99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes, and must be pre-authorized. Codes 99204 and 99205 are not appropriate for screening visits.
- (3) Codes 19081-19084 are to be used for breast biopsies that include image guidance, placement of localization device, and imaging of specimen. These codes are should not be used in conjunction with 19281 - 19285.
- (4) Codes 19281-19285 are for image guidance placement of localization device without image-guided biopsy. These codes should not be used in conjunction with 19081-19086
- (5) HPV DNA testing is a reimbursable procedure if used for screening in conjunction with Pap testing or for follow-up of an abnormal Pap result or surveillance per ASCCP guidelines.
It is not reimbursable as a primary screening test for women of all ages or as an adjunctive screening test to the Pap for women under 30 years of age.
Providers should specify the high-risk HPV DNA panel only. Reimbursement of screening for low-risk HPV types is not permitted.
The CDC will allow for reimbursement of Cervista HPV HR at the same rate as the Digene Hybrid-Capture 2 HPV DNA Assay. CDC funds cannot be used for reimbursement of genotyping (e.g., Cervista HPV 16/18).
- (6) Up to three cervical biopsies, including ECC (endocervical curettage), per colposcopy will be covered by the BCCCP when the appropriate algorithm is followed. Each specimen container is counted as one biopsy. Under no circumstances are endometrial or vaginal biopsies covered by the BCCCP.