

Kansas Health-e Broadband Consortium CHECKLIST

It is important to complete the following steps ASAP to allow ample time for the bid process and filing:

Sign and return packet to HEALTHWORKS:

- Letter of Agency. *Please note the specific instructions below*
- Participation Agreement to join consortium
- Organization Information Form
- Invoice Retrieval Options Form
- Submit the membership fee (\$500 for Kansas Members).
 - Checks only, made payable to Kansas HEALTHWORKS

Please note that applications will be processed in the order received. The earlier they are submitted, the better chance we have of getting them all the way through the approval process prior to the funding window closing.

Please return all documents to the HEALTHWORKS, 215 SE 8th, Topeka, KS 66603. Scanned documents may be sent to sholmes@kha-net.org.

Questions can be directed to Jennifer Findley at jfindley@kha-net.org or (785) 233-7436.

Additional information is available at <https://www.kha-net.org/AboutKHA/Healthworks/projects/broadband>

Instructions regarding completion of the Letter of Agency (LOA)

Members should fill out the information on the LOA as thoroughly and accurately as possible to prevent a delay in the approval process.

- Each member should list all entities under their control and all sites that could ever want to participate in the program now or in the future.
- List location name and address on addendum. Please make sure it is not a mailing address, but the physical location. If you need additional pages, please add as needed.
- Please include your main hospital location along with additional sites.

Instructions regarding completion of the Participation Agreement

- **Please include a primary and secondary person to contact.** These people will be our main communication points for questions regarding purchase of new equipment, network diagrams, vendor contact questions, and to request invoices, quotes, and contracts with those vendors.
- One of these contacts should also be able to answer any questions pertaining to the Info Sheet and 460 requests. (EIN, NPI, Taxonomy Code)

Instructions regarding completion of the Organization Information

- Please list your primary Hospital/facility location as the first listing.
- **ALL Locations** must have a non-profit EIN, NPI and Taxonomy Code.
- NPI numbers can be looked up here: <https://npiregistry.cms.hhs.gov/> Please note that if you already know your NPI, you can find your Taxonomy Code on this site as well.
- Verification that a site/hospital is not for profit is looked up here: <https://apps.irs.gov/app/eos/> If your EIN is not listed on this site, **we will need not-for-profit verification.**
 - USAC requests an IRS990 form, or equivalent.
- USAC uses official websites to verify address, otherwise they will require a **lease or utility bill to verify the location.** If any of your locations do not have an official website, **please include the lease or utility bill with your application packet** to make sure the 460 request gets processed as quickly as possible. Please note what USAC is specifically looking for is the address of the location on the website. Each individual location needs to have their own webpage. If all addresses are found somewhere on the main hospital website, please provide the direct link to the page that shows the address.

Kansas Health-e Broadband Consortium Letter of Agency

To: Jennifer Findley, Kansas Health-e Broadband Consortium Project Coordinator,
HEALTHWORKS
215 SE 8th
Topeka, KS 66603

Re: Letter of Agency to (1) Seek Eligibility Determination (Form 460); (2) Seek Bids for Services (Form 461); and (3) Submit Funding Request and Manage Invoicing and Payments (Forms 462 and 463) in the Healthcare Connect Fund

By this letter, _____ confirms its participation in the ***Kansas Health-e Broadband Consortium, HEALTHWORKS KHA Foundation***. We hereby authorize the Kansas Health-e Broadband Consortium (HEALTHWORKS), and its agents, to act on our behalf before the Federal Communications Commission (FCC) and the Universal Service Administrative Company's Rural Health Care Division in matters related to the Consortium's participation in the Healthcare Connect Fund.

As a health care provider, we _____ own and operate the following sites. (**Please see Addendum.**) We authorize HEALTHWORKS, and its agents, to add or remove locations to the addendum as needed, as well as update any typos in location names and addresses.

We authorize HEALTHWORKS and its agents to:

- submit the FCC Form 460, Eligibility and Registration, on its behalf, which is used to determine eligibility to participate in the Healthcare Connect Fund;
- submit the FCC Form 461, Request for Services, on its behalf and prepare and post the request for proposal on its behalf for purposes of the Healthcare Connect Fund;
- submit the FCC Form 462, Funding Request, on its behalf, for purposes of the Healthcare Connect Fund;

Upon signature of a service agreement outlining services to be provided and fees to be charged, we authorize **HEALTHWORKS** and its agents to:

- submit FCC Form 463, Invoice and Request for Disbursement, on its behalf, to manage invoicing and payments for purposes of the Healthcare Connect Fund; and
- submit any other necessary documentation required to obtain funding through the Healthcare Connect Fund.

This Letter of Agency is effective on date of signature and will terminate on June 30, 2031.

If the ***Kansas Health-e Broadband Consortium*** changes its designated Consortium Leader for purposes of the FCC Healthcare Connect Fund, the LOA may be assigned to the new Consortium Leader upon 30 days' notice.

By this Letter of Agency _____ authorizes HEALTHWORKS, and its agents, to make the certifications included in FCC Forms 460, 461, 462 and 463, on our behalf. Those certifications are:

- a) The person signing this Letter of Agency is authorized to submit this letter on behalf of _____.
- b) _____ is a non-profit or public entity.
- c) The person signing the application is authorized to submit the application on behalf of the applicant and has examined the form and all attachments, and to the best of his or her knowledge, information, and belief, all statements of fact contained therein are true.
- d) The applicant has followed any applicable state, Tribal, or local procurement rules.
- e) The supported connections, infrastructure and /or equipment associated with this request for funding will be used solely for purposes reasonably related to the provision of health care service or instruction, for which support is intended, and that the health care provider is legally authorized to provide under the law of the state in which the services were provided and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- f) The applicant satisfies all the requirements under section 254 of the Act and applicable Commission rules. [www.fcc.gov/general/telecommunications-act-1996]
- g) The applicant has reviewed all applicable requirements for the program and will comply with those requirements.
- h) The health care provider has considered all bids received and selected the most cost-effective method of providing the requested services as defined in the FCC's rules and instructions.
- i) _____ is not requesting support for the same service from either the Telecommunications Program or Internet Access Fund and the Healthcare Connect Fund.
- j) The applicant understands that any letter from the Universal Service Administrative Company (USAC), the Administrator of the Healthcare Connect Fund, that erroneously commits funds for the benefit of the applicant may be subject to rescission.
- k) To the best of the applicant's knowledge, information and belief, the health care provider has received the network build-out or related services itemized on the submitted and the 35 percent minimum funding contribution for each item on the invoice was funded by eligible sources as defined in the FCC's rules and has been provided to the service provider.
- l) All documentation associated with the forms must be kept for a period of five years (including copies of the submitted Forms), including but not limited to,

For Form 461: any bids/contract resulting from the Form 461 posting, scoring sheet, and other information that was used in the decision-making process) from the last day of the funding year; and

For Form 462: all bids, contracts, scoring matrices, and other information associated with the competitive bidding process, and all billing records for services received.

Organization: _____

Address: _____

Contact Name: _____

Title: _____

Phone: _____ Email Address: _____

Signature: _____

Date: _____

Addendum

Please provide a list of all sites your entity owns and/or operates.
Feel free to send an .xlsx sheet

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Location Name: _____

Location Address: _____

Participation Agreement

HEALTHWORKS/Kansas Health-e Broadband Consortium

Hospital: _____

City: _____

Primary Hospital Contact: _____ (Name)

_____ (Title)

_____ (Email)

_____ (Phone)

Secondary Hospital Contact: _____ (Name)

_____ (Title)

_____ (Email)

_____ (Phone)

Primary Healthworks contact: Jennifer Findley, jfindley@kha-net.org, (785) 233-7436

THIS PARTICIPATION AGREEMENT is by and between the Kansas Hospital Association Health-e Broadband Consortium (HEALTHWORKS KHA Foundation), a not-for-profit corporation located at 215 SE 8th Avenue, Topeka, Kansas 66603 and _____ (Member), a nonprofit health care provider located at _____ in _____, _____.

WHEREAS, the Federal Communications Commission's (FCC) Healthcare Connect Fund provides support for high-capacity broadband connectivity to eligible health care providers (HCPs) and encourages the formation of state and regional broadband HCP networks;

WHEREAS, HEALTHWORKS seeks to form the Kansas Health-e Broadband Consortium (Consortium), a consortium of Kansas health care related organizations, for the purposes of requesting support from the FCC's Healthcare Connect Fund on behalf of eligible members; and

WHEREAS, _____ meets the Consortium membership requirements and has an interest in services provided by the Consortium,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term/Termination. This Agreement will commence on _____ (Effective Date) and remain in effect until either party wishes to make a change. This Agreement may be terminated, however, by either party for any reason with thirty (30) days' written notice sent by overnight mail to the other party.

2. Services. By signing the Agreement below, both parties agree to provide certain services.

HEALTHWORKS shall:

- Be legally and financial responsible for the activities of the Consortium;
- Serve as the liaison with members of the Consortium, third party contractors, the FCC and the Universal Service Administrative Co. (USAC);
- Submit on behalf of Consortium members the required FCC forms for Healthcare Connect funding;
- Develop and post a Request for Proposal (RFP) on behalf of each member of the Consortium, assist in reviewing responses and help with selection of a service provider;
- Provide necessary staff to administer the program; and
- Respond to FCC and USAC audits, as necessary.

Member shall:

- Provide to HEALTHWORKS or its designee all information required to complete the FCC forms in a timely manner including the latest invoice copies for each telecom, data and internet vendor, vendor contracts, as well as any documents received from USAC;
- Select a service provider from RFP responses;
- Negotiate and maintain a contract with selected service provider;
- Establish and maintain membership status with the Consortium;
- Utilize the supported connections, infrastructure and services only for purposes reasonably related to the provision of health care services;
- Provide information and feedback about the quality and usefulness of services provided by the Consortium;
- Not sell, resell, or transfer any Consortium supported connection, infrastructure or equipment;
- Not request support for identical services from the Healthcare Connect Fund, the FCC's Telecommunications Program or the Internet Access Program; and
- Pay all fees in a timely manner.

3. Costs and Fees. Costs and fees associated with belonging to the Consortium are described below. Each membership is subject to termination for non-payment of fees.

Membership Fee:

- Each Kansas Member will be assessed \$500.
- Each Out of State Member will be assessed \$3,000.
- This membership fee covers membership through December 2031 .

Service Fee:

- Members will pay HEALTHWORKS, or its designee, twenty-five percent (25%) of the amount(s) of each Universal Service Fund credit the Member receives. The USF credit(s) the Member may receive will come in the form of credits on the monthly invoices Member receives from the telecommunication provider.
- USF programs run from July 1st to June 30th each year.
- If Member does not receive a credit or savings for this program, there will be no fee for services.
- Invoices will be sent on a quarterly basis by HEALTHWORKS or its designee. Invoices that are not paid within thirty (30) days shall accrue interest at the rate of 1½% each month until paid in full. HEALTHWORKS or its designee is entitled to recover all costs of litigation including reasonable attorney's fees and other costs, should the Member fail to pay any fee due to the HEALTHWORKS or its designee.
- If this Agreement is terminated, any fees due by Member to HEALTHWORKS or its designee prior to the date of termination will be paid by the Member to HEALTHWORKS for its designee.
- HEALTHWORKS does not make any guaranties or warranties regarding USF credits or future savings.

4. Governing Law/Venue. This Agreement shall be interpreted in accordance with, and the performance thereof governed by, the laws of the State of Kansas without giving effect to its conflict of laws provisions. Shawnee County, State of Kansas shall be the sole and exclusive venue for any litigation, proceeding or other action which may be brought or arise out of or in connection with this Agreement.
5. Notices: Any and all notices, requests or other communications as are required or permitted in or by any provision of this Agreement shall be in writing and delivered personally or by certified mail to Jennifer Findley, c/o HEALTHWORKS, 215 SE 8th, Avenue, Topeka, KS 66603 and, if sent by certified mail, shall be deemed to have been delivered when deposited, postage prepaid.
6. Entire Agreement. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter stated in this document and to fully and finally set forth the entire Agreement between the parties. No modifications to this Agreement shall be binding unless stated in writing and signed by both parties.

IN WITNESS THEREOF, this Agreement has been executed by the parties and is in effect as of the Effective Date first above written, notwithstanding actual execution on a different date.

For HEALTHWORKS KHA Foundation/Kansas Health-e Broadband Consortium

Jennifer Findley, Executive Director

Date

For Member

Hospital CEO (Please Print Name and Title)

Signature

Date

Organization Information

To assist us in completing your application for approval to participate in the Health Care Connect Fund, we need the following information about your organization. Providing this information up-front will allow us to process your paperwork quicker.

Primary Hospital Location

Non-Profit Tax ID (EIN) _____

Nation Provider Identifier (NPI) _____

Organization Taxonomy Code _____

Official Website _____

Is the organization a non-profit hospital? Yes No

If yes, how many licensed beds at the location? _____

For each additional site or location that you plan to request funding for, we need to know the following:

• **Location Name** _____

Official Website _____

Is the Non-Profit Tax ID (EIN) the same as main hospital location? Yes No

If no, please provide _____

Is the Nation Provider Identifier (NPI) the same as main hospital location? Yes No

If no, please provide _____

Is the Location Taxonomy Code the same as main hospital location? Yes No

If no, please provide _____

Is this location a non-profit hospital? Yes No

If yes, how many licensed beds at the location? _____

(If you have additional sites, please add additional pages.)

INVOICE RETRIEVAL OPTIONS

Timely receipt of invoices is imperative to your success in the Rural Health Care program. USAC requires invoices for services that show an accurate assessment of what is filed on your behalf; one current invoice per service. After initial filing, invoices are also used to verify said service(s) were billed correctly and active for the funding year before any funds are authorized and released. One year of invoices are needed, to be provided quarterly, starting July 1st of the given funding year; for timely processing of your funds.

FFG has three convenient options to consider for invoice retrieval. Please check your preference and sign below.

_____ **READ ONLY VENDOR PORTAL ACCESS.** The preferred option. It is advantageous to offload Health Care Provider (HCP) resources, as well as provide the most efficient time management for all parties. See next page for the FORM to authorize this option. One form needed for each vendor.

_____ **AUTHORIZATION TO WORK DIRECTLY WITH HCP's SERVICE PROVIDER(S).** Please provide name.
PLEASE PROVIDE VENDOR CONTACT INFORMATION BELOW

Please use 2nd page if necessary

Vendor: _____

Contact: _____

Email: _____

Phone: _____

Vendor: _____

Contact: _____

Email: _____

Phone: _____

Vendor: _____

Contact: _____

Email: _____

Phone: _____

_____ **AUTHORIZED EMPLOYEE CONTACT TO ENSURE TIMELY RECEIPT OF INVOICES.**

Please provide name and contact information.

NAME: _____

EMAIL: _____

PHONE: _____

Authorized Signature (Client) _____

Title: _____

Printed Name: _____

Date: _____ Entity Name: _____

Vendor Letter of Agency

_____ (Health Care Provider) authorizes Federal Funding Group (FFG) to have access to online, or copies of, any relevant invoices and contracts for accounts when filing necessary forms with the Universal Administrative Services Company (USAC) for funding through the Rural Health Care program. This also pertains to access to an Online portal, if available.

Organization: _____

Address: _____

Contact Name: _____

Title: _____

Phone: _____

Email Address: _____

Signature: _____

Date: _____