Contract Attachment No. 27

LOCAL AGENCY «Agency_Name»

PROGRAM Community Based Primary Care

TERM Until Rescinded

AMOUNT Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 27 are hereby incorporated into the KDHE Aid To Local Universal Contract (Universal Contract) and made a part thereof.

STATE AGENCY AGREES TO:

1. Make payments for a Community Based Primary Care Program to the Local Agency as follows:
   a. Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1, or upon processing of this Contract Attachment if later than July 1 of every year. If the total award amount for the program period is $2,000.00 or less, the entire amount will be paid on or about July 1 of each year.
   b. Pay 12.5% of the fiscal year grant amount on or about October 1 of each year.
   c. Pay 12.5% of the fiscal year grant amount, less any unexpended grant funds from prior quarters, on or about November 15; February 15; and May 15 of each year. Such payments will be made upon receipt and acceptance of semi-annual Program Progress Reports supported by appropriate statistics showing satisfactory progress toward meeting outcome and process objectives, and quarterly Certified Expenditure Affidavit forms showing revenue collected from patient fees and third party pay and expenditures from grant and Local Agency matching funds.
   d. Pay 12.5% of the fiscal year grant amount on or about January 1 and April 1 of each year. Such payments will be made after an evaluation is made to determine if grant funds previously advanced have been expended in accordance with grant objectives.

2. Forward to the Local Agency on or about July 1 of each year a copy of the Notice of Grant Award Amount and Summary of Program Objectives that contains the State Fiscal Year objectives.

LOCAL AGENCY AGREES TO:

3. Provide continuous comprehensive primary care services in accordance with the application submitted, which include:
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a. Diagnostic and therapeutic services and supplies commonly furnished by a health care delivery system. These include medical history, physical examination, assessment of health status and treatment for a variety of medical conditions.

b. Services by physicians, and where feasible, physicians assistants and nurse practitioners.

c. Basic laboratory and radiologic services essential to diagnosis and treatment of the patient.

d. Preventive health services or coordination of such services with local agencies or health departments.

e. Dental service or referral.

f. Vision services or referral.

g. Pharmaceutical services.

h. Health education services.

4. Maintain individual patient records which include:

a. Patient demographic and social data, pertinent medical history, assessment of health status and health care needs of the patient, and a brief summary of the current medical episode, disposition and instructions to the patient.

b. Reports of physical findings, examinations, diagnostic and laboratory test results and consultative findings.

c. All other reports of treatments or medications or other pertinent information necessary to monitor patient progress.

5. Submit to the State Agency, within fifteen (15) days after the end of each contractual period (July 1 through September 30; October 1 through December 31; January 1 through March 31; April 1 through June 30) of the Contract Attachment, Program/Fiscal Reports. Said reports will consist of the Certified Expenditure Affidavit and the Program Progress Reports supported by appropriate statistics showing documentation of clinic progress.

6. Develop a sound patient billing system which includes accurate entry of services provided, implementation of a discounted fee for service structure based upon Federal Poverty Guidelines and patient's ability to pay and appropriate billing policies.

7. Establish an ongoing quality assurance program to determine if established protocols are followed and treatment prescribed is appropriate.
8. Provide Local Agency matching funds equal to or greater than 100% of grant funds expended during the period July 1 through June 30. Said Local Agency matching funds shall not include fees for services collected.

9. Submit a budget, on or about July 1, outlining projected expenditures for grant funds and Local Agency funds, which is to be approved by appropriate State Agency program staff, and is hereby incorporated in this Contract Attachment and made a part hereof. Failure to submit this budget may result in the withholding of future payments by the State Agency.

**IT IS MUTUALLY AGREED THAT:**

10. This Contract Attachment No. 27 supersedes any prior Contract Attachment No. 27.

11. Tender and acceptance of the first payment of the fiscal year shall constitute formal acceptance of the terms of the program objectives, which shall be incorporated by reference in the Universal Contract.

12. Failure to comply with this Contract Attachment No. 27 may result in reduction of funds or cancellation of Contract Attachment No. 27.

Secretary: _________________________ Authorized Signature: _________________
Susan Mosier, MD, MBA, FACS «Agency_Name»
Kansas Department of Health & Environment

Printed Name: ______________________

Title: _______________

Date: _______________
KDHE AID TO LOCAL PROGRAM
UNIVERSAL CONTRACT
Effective Date July 1, <YEAR>

1. Parties to Contract
   1.1. Kansas Department of Health and Environment [KDHE]
   1.2. «AgencyName» [LOCAL AGENCY]

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS CONTRACT THE PARTIES AGREE AS FOLLOWS:

2. Term of the Contract
   2.1. The initial term of this Contract shall be from July 1, <YEAR>, until June 30, <YEAR>.
   2.2. The Contract will renew each July 1st for an additional one (1) year period under the terms and conditions in effect at the end of the prior period. Each Party shall notify the other Party in writing no later than July 1st of each year of its desire to renew the contract.
   2.3. There may be two (2) annual automatic renewals until June 30, <YEAR>, unless sooner terminated.
   2.4. The Contract Attachments shall renew in the same manner except that the amount of money available in each Contract Attachment may vary from year to year. Therefore, the Parties agree that the amount of each grant for each fiscal year shall be determined by the KDHE. The KDHE shall, on or before July 1 of each year, notify the Local Agency of the amount of the grant for each Contract Attachment. The Local Agency may agree to renewal of the Contract Attachment at the funding level proposed by the KDHE by cashing the first warrant of the new grant year.
   2.5. The Contract may be sooner terminated by either Party upon providing the other Party with thirty (30) days written notice of termination. KDHE may suspend or terminate the Contract upon immediate notification upon a breach or suspected breach of any provision of the Contract or any attachments thereof.

3. KDHE shall make payments to the Local Agency as specified in the attachment(s), which are made a part of this Contract.

4. Local Agency shall:
   4.1. Establish and maintain accounting records that meet the requirements of generally accepted accounting principles.
   4.2. Submit to the KDHE the Certified Expenditure Affidavits or Financial Status Reports and Program Progress Reports as outlined in the respective Contract Attachment, and to return to the KDHE within sixty (60) days of the end of the grant period all grant funds remaining unexpended at the end of the grant period. The final expense reports and revisions to the expense reports must be submitted within sixty (60) days of the end of the grant period if any remaining grant funds are to be received. The Local Agency shall keep copies of invoices to support their expenses.
   4.3. Maintain time and attendance records that are sufficient to support salary expenditures for individual employees charged to each program. Such records must support salary distributions of employees chargeable to more than one program or cost objective to ensure that no more than 100% of an employee's time is charged to all programs combined.
4.4. Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], and to submit one complete copy of the single agency audit report to the KDHE within twelve (12) months after the end of the Local Agency's fiscal year.

4.5. Afford access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.

4.6. Hold as confidential all personal client information obtained or received from recipients of services under this Contract and not to disclose client information except in statistical, summary or other forms that do not identify individual clients, except upon request of the Secretary of KDHE, Kansas Legislative Division of Post Audit, U.S. Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives, or as otherwise provided by law.

4.7. Disclose personal health information (PHI) to the KDHE as requested pursuant to the Health Insurance Portability and Accountability Act (HIPAA) [See 45 C.F.R §165.512(b)], or as required by law.


4.9. Comply with statutes, rules and regulations pertaining to public health, including, but not exclusively K.S.A. 65-101 et seq.

4.10. Ensure that grant funds will not be used to supplant other Local Agency funds.

4.11. Ensure that any print or on-line publication produced in full or in part by a grant/contract with KDHE shall include an acknowledgement as follows: “Produced through the full or partial support of the Kansas Department of Health and Environment (KDHE). The content of this publication may not necessarily reflect the views of KDHE.” Any conference supported by KDHE in full or in part shall include an acknowledgement: “Support for this conference is provided in full or in part by the Kansas Department of Health and Environment.”

4.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of $500.

4.13. Participate fully in any required evaluation study and/or on site inspection arranged within normal working hours.

4.14. Develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of K.S.A. 65-220 to 65-225.

4.15. Obtain the written approval of the KDHE before entering into any subcontract related to this Contract and/or any of the Contract Attachment(s).
4.16. Provide services which have meaningful access to persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act [(42 U.S.C. §2000d et seq.) and 45 C.F.R. §80.3(b)]. Meaningful access is to ensure that the Provider, its agents or subcontractors, and LEP person(s) can communicate effectively when services are being provided to LEP persons.

5. The Parties acknowledge and agree that:

5.1. The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

5.2. Payment(s) may be withheld by the KDHE if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in the Contract Attachment(s).

5.3. All revenues received from the delivery of services related to KDHE grant awards shall be identified and reported. Such program income shall be retained by the Local Agency to further the objectives of the grant awards.

5.4. KDHE may cancel this Contract upon thirty (30) days written notice if the Local Agency fails to submit reports as required in this Contract or in the Contract Attachment(s).

5.5. Indirect costs and contributions will be accepted as part of the matching funds after the Local Agency has submitted an annual indirect cost proposal which meets the KDHE requirements.

5.6. This Contract is contingent upon the availability of State or Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be unilaterally terminated without penalty by the KDHE upon thirty (30) days written notice.

5.7. Adjustments in the Contract amount may occur within a grant year as additional funds become available, as funding levels are reduced or in the event that the Local Agency is unable to spend the funds allocated. In such cases the amount of any grant award attachment may be amended as follows:

5.7.1. In the event that additional funds become available, the KDHE shall notify the Local Agency of the availability of additional funds. Acceptance of those funds by the Local Agency shall constitute an agreement to amend the Contract amount, and to expend the funds as specified in the Contract; or

5.7.2. In the event that the Local Agency is unable to expend all of the funds allocated, the Local Agency shall notify the KDHE in writing of the amount of funds to be returned. KDHE may accept this as an amendment of the Contract by returning to the Local Agency a revised List of Grant Awards (LGA). The Local Agency's written notification, together with an amended LGA, shall constitute amendment of the identified Contract Attachment.

5.8. This Contract may be otherwise amended as necessary by a formally executed written amendment agreed to by the Parties.

6. The Local Agency acknowledges and warrants that it is independently familiar with the conditions of participation required of it by the funding source to receive moneys hereunder, and further agrees to be bound by those conditions, and that it is not relying on any representations made about the conditions of participation by KDHE or its employees.
7. Compliance with the PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS.

7.1. 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", which requires all grantees, their subgrantees and subcontractors to:

7.1.1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;

7.1.2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,

7.1.3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

7.2. 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.

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

7.3.1. Gross mismanagement of a federal contract or grant;

7.3.2. A gross waste of federal funds;

7.3.3. An abuse of authority relating to a federal contract or grant;

7.3.4. A substantial and specific danger to public health or safety; or,

7.3.5. 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).

7.4. To qualify under the statute, the employee’s disclosure must be made to:

7.4.1. A Member of Congress or a representative of a Congressional committee;

7.4.2. An Inspector General;

7.4.3. The Government Accountability Office;

7.4.4. A federal employee responsible for contract or grant oversight or management at the relevant agency;

7.4.5. An official from the Department of Justice, or other law enforcement agency;

7.4.6. A court or grand jury; or

7.4.7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

7.5. The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement
7.6. The Local Agency 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.


8.1. The Local Agency 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.

8.2. The Local Agency, 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.

9. This Contract supersedes the prior Universal Contract. The prior Universal Contract is hereby rescinded.

The Parties, through duly authorized representatives, agree to the terms and conditions of this Contract and have executed it as of the date shown below.

Kansas Department of Health and Environment

By: ______________________________

Susan Mosier, MD, MBA, FACS
Secretary

Date

«AgencyName»

By: ______________________________

Signature

Name

Title

Date