

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
NOTICE OF GRANT AWARD AMOUNT & SUMMARY OF PROGRAM OBJECTIVES**

PROGRAM NAME: Community Based Primary Care (#27)

LOCAL AGENCY NAME: «Agency_Name»

PROGRAM PERIOD: July 1, 2016 - June 30, 2017

AWARD FOR THE PERIOD: \$ «Total_Award»

General Primary Care Services	\$ «PCC»
Dental/Oral Health Care Services	\$ «Dental_Hub»
Prescription Drug Assistance Services	\$ «PDA»

This document is incorporated by reference into Contract Attachment No. 27. Acceptance of the first payment constitutes Local Agency's agreement to the amount of the grant, the program objectives set out below, and the terms of Contract Attachment No. 27. In addition to the general program provisions and objectives set forth in Contract Attachment No. 27, Local Agency agrees to the following Fiscal Year/Local Agency-specific requirements:

1. Comply with federal and state policies and regulations, including:
 - a. documentation of current State professional license for all clinical staff (employed and volunteer);
 - b. (if laboratory service provided) current Clinical Laboratory Improvement Amendments (CLIA) certification;
 - c. written OSHA compliant protocols for blood borne pathogens (29 CFR 1910.1030), including employer's exposure control plan, annual employee training and documentation;
 - d. protocols and training for required staff in universal precautions for body fluid contamination;
 - e. current copy of communicable disease manual and updated procedures from the State Agency are available to all care providers;
 - f. written policy and enforced plans addressing workplace tobacco and illegal drugs use by personnel; and
 - g. all applicable city/county/health codes and inspections up-to-date and on file.

2. Provide culturally competent, comprehensive primary care services and proof of access/referral arrangements for ancillary, inpatient, and specialty care that is not available on-site (e.g. MOUs, MOA, contracts, inter-agency agreements). If formal referral arrangements do not exist, the applicant site must describe fully how it assures patient access to this care.

3. Have a financial assistance policy that addresses the:
 - a. (if billing for services) Use a schedule of fees or payments for services consistent with locally prevailing rates or charges and designed to cover the site's reasonable costs of operation. Making every reasonable effort to secure payment in accordance with the schedule of fees or schedule of discounts from the patient and/or any other third party.
 - b. Use a sliding fee discount program to ensure that no one who is unable to pay will be denied access to services. Patients below 100 percent of the federal poverty level should be charged only a nominal fee or receive free care. Updating of the clinic's discounted fee schedule annually.
 - c. Clinic's operating procedures and guidelines for determining patient's eligibility for discounted or charitable care. This policy should include the clinic's schedule of fees for services and a corresponding schedule of discounts for eligible patients based on the patient's ability to pay.
 - d. Free clinics are exempt from submitting Sliding Fee Discount Program documents, since they typically do not charge or bill for services. In such cases, the clinic must have a documented financial assistance policy indicating that charitable care is provided with no charge to patient.
 - e. Displaying of a statement in common areas and on clinic's website (if one exists) that explicitly states that (i) no one will be denied access to services due to inability to pay; and (ii) there is a sliding fee discount program or charitable care available.
4. Have an annual fiscal report or audit performed by an outside fiscal entity, reviewing the clinic's internal fiscal and accounting procedures. A copy of this external fiscal report or audit with auditor's management letter and clinic response should be submitted to KDHE within 12 months of the end of the clinic's fiscal year.
5. Submit an expenditure report according to the quarterly reporting schedule listed below:
 - a. October 15, 2016 for expenditures incurring from July 1 to September 30, 2016
 - b. January 15, 2017 for expenditures incurring from October 1 to December 31 2016
 - c. April 15, 2017 for expenditures incurring from January 1 to March 31, 2017
 - d. July 15, 2017 for expenditures incurring from April 1 to June 30, 2017
6. Submit a progress work plan report according to the schedule listed below:
 - a. November 1, 2016
 - b. March 15, 2017 (in conjunction with annual aid-to-local application progress)
 - c. July 15, 2017
7. Assess, at least annually, client/patient experience by conducting a satisfaction survey among clinic patient/users, including at minimum questions regarding communication with the primary care provider, responsiveness of clinic staff, and cleanliness of the clinic.
8. Submit data through the online Quality Reporting System (QRS) according to QRS standards and definitions by set deadline, as outlined below:
 - a. Collect necessary patient information and report aggregated patient counts by income level and payor type.
 - b. If award amount is less than \$100,000, collect and report a minimum of 3 clinical measures and all applicable business measures available through QRS.
 - c. If award amount is more than \$100,000, collect and report all applicable clinical and

business measures available through QRS.

9. Maintain a governing/advisory board consisting of no less than five community stakeholders and convene at minimum quarter meeting to engage in the following activities:
 - a. Set and review priorities for the clinic through periodic review of local unmet community health need
 - b. Establish a plan with goals and objectives reflective of the clinic's priorities;
 - c. Examine clinic utilization and performance data, including quality data;
 - d. Approve clinic's operating budget and external fiscal management review/audit; and
 - e. Monitor/evaluate performance of clinic's leadership (i.e. director, administrator).

10. The provisions found in the Health Information Protection Attachment, which is attached hereto, are hereby incorporated in this contract and made a part hereof.

HEALTH INFORMATION PROTECTION ATTACHMENT

Specific Program Requirements:

Local Agency agrees to comply with applicable state and federal law regarding the use and dissemination of data, information and records obtained or maintained in the performance of this contract.

Local Agency agrees to use appropriate safety measures, including physical and technical safeguards, and the technology, policy and procedures for its use which reasonably protects the confidentiality, integrity and availability of data, information and records obtained or maintained in the performance of this contract.

Local Agency agrees to prevent the unauthorized access, use, disclosure, modification, destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract, including personal client information received from recipients of services under this contract, other than as provided for by this contract or by applicable state and federal law. Local Agency agrees to report to KDHE any attempted or successful unauthorized access, use, disclosure, modification, or destruction, or divulging in any other manner of the data, information and records obtained or maintained in the performance of this contract which it or its officers, employees, agents or subcontractors become aware.

Local Agency agrees to provide a list of the names of all Local Agency employees and agents who are given access to a System on which data, information and records are maintained to KDHE, and shall provide written notification to KDHE whenever any individual is added to or removed from the list. Written notification of the addition or removal of an employee or agent from the list shall be sent to KDHE within 24 hours after an employee is no longer employed by Local Agency, or an individual is no longer acting as an agent of the Local Agency. (Written notification may be provided prior to the time the employee is no longer employed or an individual is acting as an agent for the local agency.) Immediate notice shall be provided to KDHE by phone or email whenever an employee or agent is terminated for cause. The Local Agency shall provide notification required by this provision to the KDHE Contact Person for the System on the KDHE Contact List which will be located at:

http://www.kdheks.gov/doc_lib/index.html

Local Agency agrees to provide appropriate supervision and training to its employees and agents to ensure compliance with access to and confidentiality and use of data, information and records obtained or maintained in the performance of this contract, including but not limited to:

- a) Complying with the confidentiality and access provisions of this contract; and
- b) Protecting confidential data, software and equipment from unauthorized activities, including but not limited to unauthorized access, use, disclosure, modification, or destruction.

Local Agency agrees to report to KDHE any interference with system operations in an information system as soon as practicable, but no longer than 24 hours after the discovery of such disclosure. Notice to KDHE shall consist of notifying the KDHE by phone or email of the occurrence of an unauthorized use, disclosure or security incident, and shall identify such unauthorized use and identify all individuals engaged in such unauthorized use. Notification shall be provided to the KDHE Contact Person for the System on the KDHE Contact List.

Local Agency agrees to mitigate any harmful effect that is known to Local Agency of the use or disclosure of data, information or records obtained or maintained in the performance of this contract in violation of the requirements of this contract, and to communicate in writing such mitigation to KDHE.