



KANSAS STATEWIDE FARMWORKER HEALTH PROGRAM PROVIDER AGREEMENT

Statement of Purpose: This agreement is entered into between the **Kansas Statewide Farmworker Health Program (KSFHP)**, a program of the Kansas Department of Health and Environment, and the local **Health Services Provider (HSP)**

(Name of Health Services Provider/Agency/Clinic)

in order to provide primary health care to migrant and seasonal farmworkers in accordance with the rules and regulations of Section 330g of the Public Health Services Act, and the laws of the State of Kansas. **HSP** will maintain working relationships that will offer a wide range of primary care services to migrant and seasonal farmworkers and their families. The **KSFHP Policy and Procedure Manual** referenced below can be found online at <http://www.kdheks.gov/olrh/download/FWHealthPgmManual.pdf>.

- A. The **HSP** agrees to provide services for patients referred by **KSFHP** and to follow the policies of the program for treatment, payment and referral as follows:
1. The **HSP** assures that appropriately credentialed persons will provide all services rendered pursuant to this agreement.
 - a. The **HSP** assures that all participating providers employed shall be:
 - Licensed Independent Practitioners (LIPs) – staff who are licensed, registered, or certified by the state, commonwealth, or territory in which the **HSP** is located to provide care and services without direction or supervision. These include, but are not limited to physicians, dentists, physician assistants, nurse practitioners, nurse midwives or other healing art or behavioral health professionals as defined and authorized by the laws of Kansas. Participating providers will at all times be in good standing with applicable licensing or credentialing Board.
 - Other Licensed or Certified Practitioners (OLCP) – staff who are licensed or certified to provide care and services, but must have direction or supervision. These include, but are not limited to registered nurses, laboratory technicians, social workers, medical assistants, licensed practical nurses, and dental hygienists.
 - The **HSP** shall verify credentials for each position, which may include:
 - Current state license, certification, or registration
 - Current competence
 - Government-issued picture identification
 - Life support training (as applicable)
 - Query of the National Practitioner Data Bank-Drug Enforcement Administration (DEA) registration (as applicable)
 - Relevant education, training, or experience
 - Health fitness, including immunization and PPD status
 - Hospital admitting privileges (as applicable)
 - b. The **HSP** shall have verification and documentation requirement policies for credentials using either primary source evidence or secondary source evidence.
 - Primary Source Verification – Staff obtain evidence about a specific credential directly from the source that provided the credential, such as a state licensing board, to verify current licensure or a medical school for education credentials.
 - Secondary Source Verification – Staff verify a credential by using sources other than the original source, such as a copy of a training certificate or an individual’s immunization status.
 - c. The **HSP** shall have appropriate storage, information organization and security of credentialing information.
 - The **HSP’s** governing board shall define responsibilities and expectations of the board, which include ultimate authority to approve the credentials of all licensed independent providers and must approve, sign, and date the credentialing and privileging policies.
 - The **HSP’s** privileging and re-privileging policy shall document:
 - Services for which services are granted
 - Skills and expertise measures that must be achieved in order to demonstrate competency for each service to be granted privilege
 - Standardized procedures to monitor proficiency of practice
 - Periodicity of the review of privileges
 - Methods for disciplining a practitioner to assure compliance with credentialing and privileging policies
 - Describing a practitioner’s right to appeal if a decision is made to discontinue or deny privileges and define the health center’s approved appeal process, including information needed, format, and time limits for requesting the appeal.
 - The **HSP** shall notify **KSFHP** ‘if the license or other credential is suspended or otherwise discontinued’ (PIN 94-7 Migrant Health Voucher Program Guidance, page-14).
 2. The **HSP** shall maintain professional liability insurance as necessary to insure provider it employs against any claims for damages arising out of personal injuries or death in connection with professional services provided to patients. **KSFHP** will be promptly notified of any change in the status of insurance coverage and **KSFHP** may request that documentation as needed.
 3. Farmworker patients must present a **KSFHP Voucher (Referral Form)** obtained from an access point, case manager, or health promoter to authorize payment for services and to communicate information for coordination of patient care.
 4. The **HSP** is encouraged to accept the voucher payment as full reimbursement for covered services rendered but may bill the patient for non-covered services. A patient may be responsible for a co-pay or negotiated portion of the fee. Federally funded community health centers and state-funded facilities are obligated to provide income-based discounts (sliding fee levels) based on annual Federal Poverty Guidelines and patients cannot be denied based on the patient’s inability to pay the requested co-pay.

5. Treatment plans containing services not specified in the **KSFHP Policy and Procedure Manual** must be negotiated on a case-by-case basis with the regional case manager. The regional case manager must preauthorize all services over \$150.
 6. The **HSP** shall ensure access to **KSFHP** patients during regularly scheduled hours of service and to extend hours of service whenever appropriate and possible. The **HSP** will assure that patients understand access information such as offices hours, after-hour coverage arrangements and where to obtain urgently needed care when the **HSP** office is closed or the **HSP** is unavailable.
 7. The **HSP** will make satisfactory arrangements for professional coverage during week-ends, evening hours, night hours and holidays.
 8. Practicing medical physicians will have admitting privileges at one or more referral hospitals, or have an arrangement to ensure continuity of care for hospitalization, discharge planning and patient tracking.
 9. The **HSP** will support efforts to assure "meaningful access" to health care services for 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 requires that the **HSP** and the person with limited English skills can communicate effectively when services are being provided.
 10. The **HSP** agrees to maintain the patient record to document all clinical transactions and referrals and follow-up. The **HSP** agrees to transfer records to another site or provider when possible as patients prepare to migrate.
 11. The **HSP** shall hold as confidential all personal patient information obtained or received from recipients of services under this agreement and not disclose personal information except in statistical, summary or other forms that do not identify individual persons, and for the purpose of treatment or billing according to the **Health Insurance Portability and Accountability Act (HIPAA)**.
 12. The **HSP** agrees to participate in quality assurance meetings if requested, and to participate in periodic record review and chart audit processes created by **KSFHP**.
- B. **KSFHP** agrees to provide payment for services to eligible farmworkers using reimbursement rates specified in the **KSFHP Policy and Procedure Manual** and conduct case management activities including:
1. The **KSFHP** shall facilitate communication and support patient compliance with treatment and follow-up plans.
 2. The **KSFHP** shall seek resources to fulfill the health care needs of patients when they exceed the limits of the program.
 3. **KSFHP** will pay **HSP** according to the policies and procedures delineated in the **KSFHP Policy and Procedures Manual**. **HSP** shall submit for payment all claims for payment for covered services within (90) days of the services provided. **KSFHP** will pay approved claims within ninety (90) days of receipt of completed claim.
- C. **HSP** shall not knowingly employ during the period of this Contract or the extensions hereto any personnel who are also in the employ of KDHE or the State of Kansas, and who are providing services involving this Contract or services similar in nature to the scope of this Contract to KDHE or the State of Kansas. Furthermore, the **HSP** shall not knowingly employ, during the period of this Contract or any extensions to it, any State employee who has participated in the making of this Contract until at least one year after their termination with KDHE or the State of Kansas. Neither the **HSP** nor any person, firm or corporation employed by the **HSP** in the performance of this Contract, shall offer or give any gift, money or anything of value or promise of future reward or compensation to any KDHE or State employee at any time.
- D. This agreement may be terminated by either **KSFHP** or **HSP** at any time by giving thirty (30) days written notice.

Type of Health Service Provider (Please mark all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Federally Qualified Health Center (FQHC) | <input type="checkbox"/> Rural Health Clinic | <input type="checkbox"/> Physician/Midlevel Provider(s) |
| <input type="checkbox"/> Behavioral Health Provider(s) | <input type="checkbox"/> Dental Provider(s) | <input type="checkbox"/> Vision Provider(s) |
| <input type="checkbox"/> Pharmacy Provider(s) | <input type="checkbox"/> Laboratory Provider(s) | <input type="checkbox"/> Radiology/X-Ray Provider(s) |
| <input type="checkbox"/> Local Health Department Provider(s) | <input type="checkbox"/> Other Provider(s) | |

Physical or Mailing Address

Billing Address

Name of Health Services Provider/Agency/Clinic

Name of Health Services Provider/Agency

FEIN #

Address

Address

City / State / Zip Code

City / State / Zip Code

Voice Phone

Voice Phone

Fax Number

Fax Number

Email Address

Email Address

***Please attach Form W – 9 to receive payment.**

Health Service Provider/Agency Signature

Date

Kansas Statewide Farmworker Health Representative Signature

Date

Please return agreement and W9 to your Regional Case Manager or to the main office via FAX to 785-296-1231 or EMAIL to ksfhp@kdheks.gov