



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. (See Attachment A: Health Service Provider Credentialing and Privileging Requirements)
 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 is responsible for a co-pay according to Sliding Fee Scale Policy. See Sliding Fee Scale Policy in the **KSFHP Policy and Procedure Manual** referenced above for amounts and income level. Patients above 200% FPL are not eligible for the program.
 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. The **HSP** will make satisfactory arrangements for professional coverage during week-ends, evening hours, night hours and holidays.
 7. 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. The **HSP** will notify **KSFHP** when **KSFHP** patients are hospitalized or seek emergency care services. **KSFHP** does not pay for hospitalizations or emergency care services. However, **KSFHP** will provide appropriate case management for exchange of information regarding discharge planning, care transition, and the timelines and content of response. **KSFHP** will assist hospitals in obtaining coverage for referred, uninsured patients through federal or state funded insurance programs, as applicable. For outpatient services, see sliding fee schedule in the **KSFHP Policy and Procedure Manual** referenced above.
 8. The **HSP** will inform **KSFHP** of the identification of any patient safety and adverse events and the implementation of related follow-up actions, as necessary.
 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 site visits for the periodic record review and chart audit processes created by **KSFHP**. The **HSP** agrees to provide quality assurance data and information requested from medical records prior to deadlines to meet **KSFHP** program compliance and quality assurance reporting requirements.
 13. The **HSP** agrees to submit **KSFHP** voucher, claim requests and diagnosis codes with the request for payment by the appropriate **KSFHP** deadline. The **HSP** agrees to keep documentation related to the payment request for a minimum of four years after the date of service and provide documentation upon request.

- 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. **KSFHP** shall facilitate communication and support patient compliance with treatment and follow-up plans.
 2. **KSFHP** shall seek resources to fulfill the health care needs of patients when they exceed the limits of the program.
 3. **KSFHP** will pay the **HSP** according to the policies and procedures delineated in the **KSFHP Policy and Procedures Manual**. The **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. The **HSP** shall not knowingly employ during the period of this Agreement 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 Agreement or services similar in nature to the scope of this Agreement to KDHE or the State of Kansas. Furthermore, the **HSP** shall not knowingly employ, during the period of this Agreement or any extensions to it, any State employee who has participated in the making of this Agreement 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 Agreement, 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 the **HSP** at any time by giving thirty (30) days written notice.

Type of Service (Please mark all that apply):

- | | |
|---|--|
| <input type="checkbox"/> General Primary Medical Care | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Screenings | <input type="checkbox"/> Radiology |
| <input type="checkbox"/> Family Planning | <input type="checkbox"/> Labor & Delivery (not covered by KSFHP) |
| <input type="checkbox"/> Immunizations | <input type="checkbox"/> Preventive Dental |
| <input type="checkbox"/> Well Child Services | <input type="checkbox"/> Additional Dental Services |
| <input type="checkbox"/> Gynecological Care | <input type="checkbox"/> Psychiatry |
| <input type="checkbox"/> Obstetrical Care | <input type="checkbox"/> Mental Health Services |
| <input type="checkbox"/> Pharmaceutical Services | <input type="checkbox"/> Substance Use Disorder Services |
| <input type="checkbox"/> Optometry | |
| <input type="checkbox"/> Other _____ | |

Physical or Mailing Address

Name of Health Services Provider/Agency/Clinic

FEIN #

Address

City / State / Zip Code

Voice Phone

Fax Number

Email Address

Billing Address

Name of Health Services Provider/Agency

Address

City / State / Zip Code

Voice Phone

Fax Number

Email Address

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

Health Service Provider/Agency Signature

Date

Kansas Statewide Farmworker Health Program Representative Signature

Date

Type of Provider:

- | | |
|--|---|
| <input type="checkbox"/> Federally Qualified Health Center | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Local Public Health Department | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Rural Health Clinic | <input type="checkbox"/> Vision Center/Optomtry |
| <input type="checkbox"/> Community Mental Health Center | <input type="checkbox"/> Dental Clinic/Dentist |
| <input type="checkbox"/> Outpatient Specialty Clinic/Service | <input type="checkbox"/> Laboratory |

Attachment A: Health Service Provider Credentialing and Privileging Requirements

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 arts 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).

Service	Description
General Primary Medical Care	General primary medical care services are comprehensive and address prevention as well as acute and chronic conditions.
Diagnostic Laboratory	Diagnostic laboratory services are screening and diagnostic tests ordered by health center providers to provide information for the assessment of health center patients.
Diagnostic Radiology	Diagnostic radiology services are the processing and interpreting of radiologic images to guide the health center provider's subsequent care and/or treatment of a patient.
Screenings	Screening services are performed based on identified risk factors in the patient population and/or communities to evaluate, treat, and educate a health center patient. At a minimum, these services include all of the following: cancer, communicable disease, cholesterol and blood lead.
Coverage for Emergencies During and After Hours	During the health center's regularly scheduled hours, at a minimum, health centers must have clearly defined processes and arrangements to respond to patients presenting with emergencies and to transfer patients to a more appropriate setting for additional health care services when appropriate.
Voluntary Family Planning	Voluntary family planning services are appropriate counseling on available reproductive options consistent with Federal, state, local laws and regulations.
Immunizations	Immunization services are the provision of age appropriate preventive vaccines.
Well Child Services	Well child services are age-appropriate preventive care and treatment for newborns through adolescents.
Gynecological Care	Gynecological care services are the regular preventive assessment and appropriate treatment of conditions or disorders of the female reproductive system (with the exception of obstetrical services).
Obstetrical Care	Obstetrical care services are the clinical assessment, management/treatment and coordination of services and referrals for the mother and fetus to maximize the outcome of the pregnancy. Such services extend from the mother's diagnosis of pregnancy thru the approximately six-week period following the delivery.
Prenatal	Prenatal care services are the care and treatment to both the mother and developing fetus to include ongoing risk assessment and counseling.
Intrapartum Care (Labor & Delivery)	Intrapartum care (labor & delivery) services are the care of a mother and newborn during labor and birth.
Postpartum Care	Postpartum care services are the care of the mother during the six-week period after childbirth.
Preventive Dental	Preventive dental services prevent diseases of the oral cavity and related structures.
Additional Dental Services	These services may include: fillings and single unit crowns; non-surgical-endodontics, extractions, periodontal therapies, bridges or dentures.
Pharmaceutical Services	Pharmaceutical services provide access to prescribed medications.
Behavioral Health Services	Behavioral health services encompass a wide array of services that address both mental health and substance use disorder.
Mental Health Services	Mental health services are the prevention, assessment, diagnosis, treatment/intervention, and follow-up of mental health conditions and disorders (e.g., depression, anxiety, attention deficit and disruptive behavior disorders) including care of patients with severe mental illness who have been stabilized.
Substance Use Disorder Services	Substance use disorder services are screening, diagnosis, and treatment services for substance use disorders (e.g., abuse of alcohol, tobacco, prescription drugs).
Psychiatry	Psychiatric consultations, examinations and differential diagnoses.
Optometry	Optometry services assess the health of the eyes and related structures.