

**SMALL HOSPITAL IMPROVEMENT PROGRAM
PARTICIPATION AGREEMENT**

HOSPITAL: _____

CITY: _____

GRANT AMOUNT: \$10,380.97* – *If all deliverables are met

AGREEMENT PERIOD: JUNE 01, 2020 through MAY 31, 2021

KHERF STAFF CONTACT: Jennifer Findley, ship@kha-net.org, (785) 233-7436

CEO: _____ (Name)

_____ (Email)

_____ (Phone)

SHIP CONTACT: _____ (Name)

_____ (Email)

_____ (Phone)

DATA ABSTRACTION CONTACT: _____ (Name)

_____ (Email)

_____ (Phone)

QUALITY CONTACT: _____ (Name)

_____ (Email)

_____ (Phone)

This Agreement is entered into this **8th day of September 2020** (Effective Date) by and between the Kansas Hospital Education and Research Foundation (KHERF), a non-profit corporation located at 215 SE 8th Street, Topeka, Kansas 66603, and _____ (Hospital) located at _____ (Street), _____ (City), Kansas _____ (Zip).

The Kansas Department of Health and Environment (KDHE) receives funds from the Federal Office of Rural Health Policy, U.S Department of Health and Human Services to administer the Small Hospital Improvement Program (SHIP) – CFDA 93.301.

KDHE through its Bureau of Community Health Systems in cooperation with KHERF desires to help rural communities support sustainable health care delivery systems and to ensure access to services in rural Kansas; and,

Through the SHIP, KDHE and KHERF are able to assist small rural hospitals, hospitals with fewer than 50 beds, in meeting the costs related to maintaining accurate billing and coding systems, improving data collection

activities in order to report to Centers for Medicare and Medicaid Services (CMS) Hospital Compare, supporting quality improvement, and building accountability across the continuum of care.

A. It is mutually agreed that:

1. KHERF serves as the contracting agent for the KDHE, the federal grantee for SHIP grant funds. **Funding for this Agreement is contingent upon the availability of federal funds in the State Treasury and the federal authorization to expend those funds.**
2. All reports submitted to KHERF related to this grant need to be sent electronically to ship@kha-net.org.
3. KDHE maintains all federal and/or state regulatory responsibilities for the SHIP. KDHE will provide guidance and recommendations to Hospital regarding requirements consistent with this Agreement.

B. Hospital agrees:

1. To meet all deliverables as outlined and to provide information to KHERF and/or KDHE related to the attainment of federal performance measures upon request.
2. Expend all funds within the project budget and in accordance with the SHIP grant guidance pursuant to Section 1820(g)(3) of the Social Security Act. Funds may be used to assist small rural hospitals with their quality improvement efforts and with their adaptation to changing payment systems through investments in hardware, software and related trainings. This includes aiding with value and quality improvement. Dates of service must take place during the grant period (**6-1-20** through **5-31-21**). **Hospital must provide proof of actual expenditures made as part of this program.** Failure to expend all funds in qualified areas could result in forfeiture of funds.
3. **To routinely submit quality measures as outlined in Appendix B in order to receive full funding.**
4. Submit the mid-year SHIP expense and activity report by December 15, 2020.
5. Submit the year-end SHIP expense and activity report by June 30, 2021.
6. That failure to meet grant deliverables will result in Hospital's grant funds being re-directed at the discretion of KDHE and KHERF.
7. Payments may be withheld and/or refunds requested for any previous period in this grant year, if any required Program/Fiscal Reports have not been received or if the program requirements/objectives are not met as specified in this Agreement.
8. To provide a contact person's name and information to serve as SHIP contact for KHERF and KDHE. Hospital must provide KHERF written information with new contact name and/or information for any changes within thirty (30) days of said change.
9. To comply with the terms of the Pilot Program For Enhancement Of Contractor Employee Whistleblower Protections and the Non-Debarment Certification and Warranty provisions. (Appendix A).
10. That funds received are federal grant funds and subject to the uniform cost principles and audit requirements for all federal awards established by the Office of Management and Budget.
11. To allow access, upon written request, to the Secretary of KDHE and Legislative Post Audit, to any documents or records necessary to certify compliance with this Agreement, Kansas legislative appropriations, Kansas statutes and the Federal Grant Acts and Regulations.

C. KHERF Agrees:

1. To provide guidance to Hospital as to the reporting requirements of the Agreement, including providing necessary forms for reporting.
2. To serve as a resource for information and assistance as needed.
3. To reimburse Hospital in three payments upon completion of each milestone as referenced below.

Milestone 1: Submission and approval of mid-year SHIP expense and activity report, due December 15, 2020. **Payment amount: \$1,690.97**

Milestone 2: Submission and approval of end-of-year SHIP expense and activity report, due June 30, 2021. **Payment amount: \$1,690.00**

Milestone 3: Submission of quality data as outlined in Appendix B. Payment will be issued once verification of all data reporting has taken place. **Payment amount: \$7,000.00**

D. 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.

E. In case one or more of the provisions of this Agreement or any application thereof shall be deemed invalid, unenforceable, or illegal, the validity, enforceability, and illegality of the remaining provisions and any other application thereof shall not be affected.

F. 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 in effect or binding unless stated in writing and signed by both parties.

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 may be delivered personally or by certified mail directed to Jennifer Findley, KHERF, 215 SE 8th Avenue, Topeka, KS 66603 and, if sent by certified mail, shall be deemed to have been delivered when deposited, postage prepaid.

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.

Kansas Hospital Education and Research Foundation **Hospital:** _____

Jennifer Findley, Executive Director

Printed Name and Title

Signature

Date

Date

Appendix A

COMPLIANCE WITH THE "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

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".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

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.

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

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- 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).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds 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.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds 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.

The Recipient of Funds, 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.

**Medicare Beneficiary Quality Improvement Project (MBQIP)
Hospital Data Submission Deadlines
Reporting Quarters Applicable to SHIP 2020-2021 Grants**

Measure ID	Measure Name	Reported To	Submission Deadline by Encounter Period			
			Q4 / 2019 Oct 1 - Dec 31	Q1 / 2020 Jan 1 - Mar 31	Q2 / 2020 Apr 1 - Jun 30	Q3 / 2020 Jul 1 - Sep 30
Population & Sampling	Population & Sampling Submission (inpatient and outpatient)	QualityNet via Secure Log In	May 1, 2020*	August 1, 2020*	November 1, 2020*	February 1, 2021
OP-2	Fibrinolytic therapy received within 30 minutes	QualityNet via Outpatient CART/Vendor	May 1, 2020*	August 1, 2020*	November 1, 2020*	February 1, 2021
OP-3	Median time to transfer to another facility for acute coronary intervention	QualityNet via Outpatient CART/Vendor	May 1, 2020*	August 1, 2020*	November 1, 2020*	February 1, 2021
OP-18	Median time from ED Arrival to ED Departure for Discharged ED Patients	QualityNet via Outpatient CART/Vendor	May 1, 2020*	August 1, 2020*	November 1, 2020*	February 1, 2021
OP-22	Patient left without being seen	QualityNet via Secure Log In	May 15, 2020* (Aggregate based on full calendar year 2019)			
HCP/IMM-3	Influenza vaccination coverage among health care personnel	National Healthcare Safety Network	May 15, 2020* (Aggregate based on Q4 2019/Q1 2020)			
ED-2	Decision to admit time to ED departure time for admitted ED patients	QualityNet via Inpatient CART/Vendor	May 15, 2020*	N/A - retired	N/A - retired	N/A - retired
EDTC	Emergency Department Transfer Communication	QHi	Submit each month by the end of the following month			
HCAHPS	Hospital Consumer Assessments of Healthcare Providers and Systems	QualityNet via Vendor	April 1, 2020	July 1, 2020	October 7, 2020	January 6, 2021
Antibiotic Stewardship	NHSN Annual Facility Survey	National Healthcare Safety Network	March 1, 2021 (Survey year 2020)			
Immunization	KHERF Immunization Survey	KHERF	submitted as part of SHIP mid-year report			

* report if possible, flexibility given due to COVID-19