

**KANSAS RURAL HEALTH TRANSFORMATION PLAN
EVIDENCE-BASED PRACTICE PROGRAM
HOSPITAL PARTICIPATION AGREEMENT**

This Hospital Participation Agreement (“Agreement”), by and between the UKHS Care Collaborative Association (“Care Collaborative”) and _____ (“Hospital”) (collectively, the “Parties”), is effective on the date on which it is fully executed by the Parties.

WHEREAS, the Centers for Medicare & Medicaid Services (“CMS”) has entered into a Cooperative Agreement with the State of Kansas (“State”) under the federal Rural Health Transformation Program (“RHT Program”) to fund the implementation of the State’s Rural Health Transformation Plan (“Plan”) over the five-year term of the RHT Program; and

WHEREAS, Care Collaborative is responsible for administering the Plan’s Evidence-Based Practice Program (the “EBP Program”) to help rural providers make specified investments needed to implement and sustain evidence-based practices and to report on specified performance measures to demonstrate compliance with such practices; and

WHEREAS, Hospital desires to participate in the EBP Program during Year 1 and subsequent years of the RHT Program on the terms and conditions specified in this Agreement.

NOW THEREFORE, in exchange for the mutual promises set forth herein, the Parties agree as follows:

1. EBP Program Operations.

(a) *Capacity Building Resources.* Care Collaborative shall maintain and provide Hospital with access to resources to support Hospital’s implementation and maintenance of evidence-based practices including, but not limited to performance measure specifications; in-person, virtual, and on-demand presentations; virtual and in-person expert consultations; and examples of protocols, policies and procedures, order sets, checklists, flow charts, internal training materials, and internal audit tools. Care Collaborative will communicate with Hospital regularly regarding available resources.

(b) *Performance Measures*. Care Collaborative shall identify, define, and, as necessary, refine specific performance measures to evaluate Hospital's implementation and maintenance of evidence-based practices ("Measures"). The current list of Measures is included as Exhibit A to this Agreement. Care Collaborative shall provide written notice to Hospital regarding any future revisions or refinements to the Measures.

2. **Year 1 Hospital Infrastructure Payment.** To provide Hospital with adequate resources to implement and maintain evidence-based practices and processes to collect and report data on specified performance measures to demonstrate compliance with such practices, Care Collaborative shall pay Hospital One Hundred Thousand Dollars (\$100,000) upon Hospital's submission of the signed and completed Attestation Form attached as Exhibit B to this Agreement documenting Hospital's completion of specified activities and commitment to complete other specified activities.

3. **Year 1 Hospital Incentive Payment.** Hospital shall submit required data demonstrating Hospital's performance on specified Measures for the period July, August, and September 2026 through the QHi website maintained by Healthworks KHA Foundation, Inc. ("Healthworks"), by no later than October 31, 2026. Hospital acknowledges that Hospital shall be required to execute and adhere to a QHi Participation Agreement with Healthworks prior to the submission of data through the QHi website. Care Collaborative shall pay Hospital Fifty Thousand Dollars (\$50,000) by November 30, 2026, following confirmation of Hospital's submission of (a) Hospital's completed Attestation Form, and (b) all required data for the Measures.

4. **Monitoring and Recoupment.** Hospital agrees to host an on-site meeting with Hospital representatives and a Care Collaborative performance improvement specialist within one year of the execution of this Agreement for the specialist to evaluate Hospital's progress in implementing and maintaining evidence-based practice, offer assistance, solicit feedback, and validate Hospital's representations on its Affirmation Form and the data submitted by the Hospital for the Measures. If Care Collaborative determines Hospital made intentional and material misrepresentations on the Affirmation Form to secure the Infrastructure Payment or purposefully submitted inaccurate information relating to the Measures to secure the Reporting Incentive Payment, Care Collaborative may recoup some or all of the Infrastructure Payment and/or the Reporting Incentive Payment from Hospital and may terminate Hospital's participation in the EBP Program.

5. **Future Participation.** The State intends to continue the EBP Program as part of the RHT Plan during subsequent years of the RHT Program, including infrastructure and incentive payments. However, the structure and operations of the EBP Program will change from year to year based on the amount of funds the State receives in subsequent years to implement the Plan, other RHT Program changes, Care Collaborative's experience operating the EBP Program, and provider and stakeholder feedback regarding the EBP Program. Unless Hospital has been disqualified from future participation in the EBP Program, Care Collaborative shall offer Hospital an amendment to this Agreement on an annual basis specifying EBP Program terms and conditions for the upcoming year. If Hospital does not execute such amendment within the specified time period, Hospital will be disqualified from EBP Program participation in subsequent years.

6. **Care Collaborative Duties.** Hospital acknowledges Care Collaborative's duty to make available Capacity Building Resources and/or to make any payment to Hospital under this Agreement is fully contingent on Care Collaborative's receipt of RHT Program funds from the State for the operation of the EBP Program. Care Collaborative shall not be required to make any payment to Hospital or to any other party under this Agreement except from RHT Program funds received from the State.

7. **Patient Safety Organization.** Hospital acknowledges that the information relating to the quality improvement and performance measurement and reporting activities in which Hospital engages as part of Hospital's participation in the EBP Program may be subject to discovery in legal proceedings, and that Hospital may elect to participate in the Kansas Clinical Improvement Collaborative, LLC, Patient Safety Organization to protect such information from discovery under the federal Patient Safety and Quality Improvement Act of 2005 and its implementing regulations.

8. **Hospital Representations.** Hospital warrants and represents that (i) Hospital and all of its employees, agents, and medical staff members are in good standing with CMS and have not been excluded, debarred, or suspended from participation in Medicare, Medicaid, or other federal programs; (ii) Hospital and all of its employees, agenda, and medical staff members maintain all required state licenses, certifications, and accreditations necessary to furnish services; and (iii) Hospital maintains an effective compliance program. Hospital acknowledges this Agreement shall terminate immediately and Hospital shall not be entitled to receive payment under this Agreement if any warranty and representation made herein is not true upon execution of the Agreement or at any time in the future.

9. **Business Associate Agreement.** The disclosure, access, and use of all protected health information will be governed by the Business Associate Agreement attached hereto as Exhibit C.

10. **General Provisions.**

- (a) *Dispute Resolution.* In the event of any dispute under this Agreement, the parties initially shall attempt to resolve the dispute informally by meeting as often as necessary during a thirty (30)-day period. If a good-faith effort to resolve the dispute has not produced a mutually agreeable resolution during the thirty (30)-day period, the parties may mutually agree to extend the time period in which to settle their dispute, and, if no such extension is agreed upon, either party may pursue its rights in a judicial proceeding.
- (b) *Confidentiality.* Neither Care Collaborative nor Hospital shall disclose to any unauthorized third party any confidential and proprietary information collected or exchanged pursuant to this Agreement (“Confidential Information”), unless such disclosure is (a) required by law; (b) authorized in writing by the other party; or (c) made to a party’s directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants (“Agents”) on an as-needed basis, but only if such Agent has agreed in writing to maintain confidentiality of such information.
- (c) *Waiver.* The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.
- (d) *Entire Agreement.* This Agreement, including all exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral and written understandings or agreements. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (e) *Notices.* All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth on the signature page to this Agreement, or to such other address as a party may designate by notice hereunder.

For Care Collaborative:

By: _____
(Signature)

Jodi Schmidt

Executive Director

Date: _____

Address: _____

For Hospital:

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____
(Please Print)

Date: _____

Address: _____

PLEASE NOTE: Submit the executed Hospital Participation Agreement (including signatures on the HIPAA Business Associate Agreement and Appendix 1 to Exhibit D) and the following documentation to Care Collaborative via email to kmontsdeoca@kumc.edu: (a) signed and dated Form W-9; (b) banking information for deposit of infrastructure and incentive payments; and (c) contact information for at least two Hospital employees or agents responsible for Hospital's participation in the EBP Program. ***Hospital's participation in the EBP Program will not commence until all documentation is received by Care Collaborative.***

Exhibits:

- A. Hospital Performance Measures
- B. Hospital Attestation Form
- C. HIPAA Business Associate Agreement
- D. Required Federal Terms

Exhibit A – Hospital Performance Measures

To qualify for the Year 1 Hospital Incentive Payment, Hospital will be required to report on at least 5 of the following measures as specified in Section 3 of the Agreement. The specifications for each measure will be included in the Capacity Building Resources to be made available to Hospital by Care Collaborative under Section 1(a) of the Agreement.

1. Chest Pain - STEMI and NSTEMI Patients
2. Stroke – Ischemic and Hemorrhagic Stroke Management
3. Sepsis with Hypotension – Timely Vasopressor Utilization
4. Diabetes Hospital Discharge Checklist
5. Heart Failure Hospital Discharge Checklist
6. ED Arrival to Contact with Qualified Medical Provider
7. Medication Reconciliation Checklist

Exhibit B
Kansas Rural Health Transformation Plan – Evidence-Based Practice Program
Hospital Attestation Form

Hospital Name: _____

Submission Date: _____

	Infrastructure Development Task	Supporting Documentation? (Yes/No)	Primary Responsible Party	Date Completed
1	Management has reviewed Program requirements and benefits with governing body and has established process for providing regular updates to governing body regarding Program participation			
2	Management has reviewed Program requirements and performance measure specifications with Medical Staff (including, but not limited to, Emergency Department Medical Director, Hospitalist Medical Director, and/or Chief Medical Officer)			
3	Management has reviewed Program requirements and performance measure specifications with clinical leadership (including, but not limited to Chief Nursing Officer, Emergency Department Director, and Inpatient Unit Director and/or Nursing Supervisor)			
4	Hospital has executed QHi Participation Agreement			
5	Both designated program liaisons have successfully completed the QHi introductory training and Hospital commits to having both liaisons successfully complete the EBP Program-specific QHi training prior to submitting data			
6	Each designated program liaison has successfully completed virtual learning series on performance measure reporting			
7	Hospital has developed and tested data collection processes to report on EBP Program measures			

8	Medical Staff have approved relevant evidence-based protocols relating to EBP Program measures			
9	Clinical leadership has evaluated and modified clinical workflows to comply with approved protocols			
10	Quality Committee has initiated ongoing improvement projects relating to performance on EBP Program measures			
11	Hospital commits to having clinical staff successfully complete a two-hour course on evidence-based practices on an annual basis to be documented within Care Collaborative's learning management system			
12	Governing body has established process to review at each regular meeting most recent data on EBP Program measures and status of related improvement projects			
13	Hospital has scheduled annual on-site visit with designated Care Collaborative performance improvement specialist			
14	Hospital commits to providing in a form and manner specified by the Care Collaborative on an annual basis (a) the number of individual patients screened or treated under evidence-based practices, and (b) information regarding Hospital's participation in a Medicare or Medicaid accountable care organization.			

Hospital has completed each task specified on this Attestation Form. I understand Hospital may be required to return any payment it receives under the EBP Program if the Care Collaborative later determines one or more of these tasks was not completed.

Signature: _____

Printed Name: _____

Title: _____

Return completed form to the Care Collaborative via email to kmontsdeoca@kumc.edu

Exhibit C – HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“BAA”) is entered into by and between _____ (“Covered Entity”), and UKHS Care Collaborative Association (“Business Associate”), for purposes of compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and their implementing regulations set forth at 45 CFR Parts 160 and 164, as amended (the “HIPAA Rules”), with respect to Covered Entity’s and Business Associate’s Participation Agreement for the Evidence-Based Practices Program (“Agreement”).

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclose and disclosure, health care operations, individual, minimum necessary, Notice of Privacy Practices, protected health information (referred to herein as “PHI”), required by law, Secretary, security incident, subcontractor, unsecured PHI, and use.

1. Duties of Business Associate. Business Associate agrees to:

- 1.1 Use or disclose PHI received from or on behalf of Covered Entity for the following purposes only:
 - (a) to perform those services specified in the Agreement, provided such use or disclosure is done in a manner that would not violate Subpart E of 45 CFR 164 if done by Covered Entity;
 - (b) to make a disclosure required by law; and
 - (c) for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities.
- 1.2 Make uses and disclosures and requests for PHI consistent with Covered Entity’s minimum necessary policies and procedures.
- 1.3 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for herein;
- 1.4 Report to Covered Entity any use or disclosure of PHI not provided for herein of which Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which Business Associate becomes aware;

- 1.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- 1.6 Make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 1.7 Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 1.8 Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 1.9 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and
- 1.10 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

2. Notice to Business Associate Regarding Privacy Hospitals and Restrictions

- 2.1 Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 2.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 2.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3. Permissible Requests by Covered Entity

- 3.1 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

4. Term and Termination

- 4.1 The term of this BAA shall be the same as the term of the parties' Agreement, except Covered Entity may terminate this BAA for cause as authorized in Section 4.2
- 4.2 Business Associate authorizes termination of this BAA by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- 4.3 Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to Covered Entity (or, if agreed to by Covered Entity at the time, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above which applied prior to termination; and

- (e) Return to Covered Entity (or, if agreed to by Covered Entity at the time, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations of Business Associate under this Section 4.3 shall survive the termination of this BAA.

5. Miscellaneous

- 5.1 A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- 5.2 Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties.
- 5.3 The terms and conditions of this BAA override and control any conflicting term or condition of the Agreement All non-conflicting terms and conditions of the Agreement remain in full force and effect.

For Business Associate:

By: _____
(Signature)

Jodi Schmidt

Executive Director

Date: _____

For Covered Entity:

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____
(Please Print)

Date: _____

EXHIBIT D

The Parties agree that the use of RHT Program funds, as described in the Agreement, is subject to the applicable federal terms and conditions contained in 2 CFR 200 Appendix II – *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including:

1. Termination

Termination for Convenience. Care Collaborative may, when its interests require, terminate this contract in whole or in part, for the convenience of Care Collaborative. Care Collaborative shall give written notice of the termination to Hospital specifying the part of the contract terminated and when termination becomes effective. Hospital shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Hospital will stop work to the extent specified. Hospital shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If Care Collaborative gives Hospital notice that Hospital's performance is deficient, Hospital shall have 30 days to cure the deficiency. If Hospital fails to cure the deficiency, Care Collaborative may terminate the Agreement for default. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

2. Debarment and Suspension

- A. This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such, Hospital is required to verify that neither clinic nor any of Hospital's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Hospital must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which Hospital enters.
- C. This certification is a material representation of fact relied upon by Care Collaborative. If it is later determined that Hospital did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to Care Collaborative, the federal government may pursue available remedies, including by not limited to, suspension and/or debarment.
- D. Hospital shall comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Hospital shall include a provision requiring such compliance in Hospital's lower tier covered transactions.

3. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Hospital shall complete and comply with Appendix A to this Exhibit D, *44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING*.

APPENDIX A TO EXHIBIT D - 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Hospital certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Hospital understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Hospital's Authorized Official's Signature

Date