

SUB-RECIPIENT AGREEMENT

KDHE Information		Sub-recipient Information	
Kansas Department of Health & Environment		Saline County Health Department	
Bureau of Community Health Systems		125 West Elm Street	
1000 SW Jackson Suite 340A		Salina, KS, 67401-2315	
Topeka, KS 66612		FEIN #: 486017251	UEI or DUNS #: RNFVFX8B6PZ5
Total amount of federal funds obligated to the sub-recipient:		\$138,434.66	
FEDERAL AWARD INFORMATION (information is required for all funding sources that support this agreement)			
Federal Awarding Agency: Centers for Disease Control and Prevention— Center for Surveillance, Epidemiology, and Laboratory Services/National Center for State, Tribal, Local, and Territorial Public Health Infrastructure and Workforce			
Federal Award ID Number: NE11OE000106	Date of Award: 12/1/2022	Period of Performance: Starting: 12/1/2023 Ending: 11/30/2027	
CFDA # 93.967 Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (OE22-2203)			
Total Amount of Federal Award: \$30,904,660.00	Please indicate if this award is for research and development? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

THIS SUB-RECIPIENT AGREEMENT (AGREEMENT), by and between the Kansas Department of Health and Environment (hereinafter called “KDHE”) and Saline County Health Department (hereinafter called the “Sub-recipient”) is entered into and shall become effective on the date of final signature of the Secretary of KDHE.

WHEREAS, KDHE has applied for and received funds from the Centers for Disease Control and Prevention (CDC) and wishes to engage the Sub-recipient to assist KDHE in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. PROJECT DESCRIPTION

This project supports hiring, recruitment, retention, organizational improvement, and other core infrastructure improvements. All work is guided by three principles: 1) data and evidence; 2) diversity and health equity; and 3) partnerships. The funding is intended to provide crosscutting support for critical infrastructure needs, complement other CDC funding to jurisdictions, provide maximum flexibility, and advance health equity and address health disparities. This program provides Kansas health departments with a unique opportunity to invest in our workforce and transform public health in Kansas over the next four years.

KDHE GOALS AND OBJECTIVES

The goals of this project are to:

- A.** To transform the Kansas public health system through infrastructure improvements that include public health workforce and foundational capabilities
- B.** To implement key workforce activities including recruiting and hiring new public health staff; retaining public health staff; supporting and sustaining the public health workforce; training new and existing public health staff; and strengthening workforce planning, systems, processes, and policies

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II. SCOPE OF SERVICES

A. Sub-recipient Duties.

- i. Sub-recipient shall comply with the specifications outlined in the original Transforming Kansas Public Health/Public Health Infrastructure Grant (PHIG) (commonly referred to as the workforce development grant) solicitation under which the submitted application was approved. The terms and conditions of the PHIG solicitation are hereby incorporated by reference into this grant award.
- ii. Sub-recipient shall comply with all applicable state and federal laws and regulations, including, among other relevant authorities, provisions of the PHIG grant program, Federal Program Guidelines and PHIG Program Guidelines. In addition, a Sub-recipient that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved PHIG grant project is assumed by the partnering/contractual entity, will be responsible for assuring compliance with requirements in the Grant Assurances document is met by the partnering/contractual entity.

B. Sub-recipient Requirements.

- i. The Sub-recipient acknowledges that this project has been funded wholly or in part by the Centers for Disease Control and Prevention under Federal Award Identification Number NE11OE000106 and as such, is subject to audit by the Federal Agency granting the funds for the purposes of performing the work and activities outlined in the application submitted.
- ii. The Sub-recipient agrees to maintain an active and cooperative working relationship with the KDHE grant manager assigned to the project. This involves keeping the grant manager informed of project activities including but not limited to:
 - a. **Sub-agreements/Sub-contracts** – Prior to entering into a sub-agreement financed with grant funds, the Sub-recipient must obtain written approval from KDHE. This Agreement, the subject matter, or any portion thereof may not be sold, transferred, or assigned in any manner by the Sub-recipient without first obtaining written approval from KDHE. Sub-recipient shall include all relevant provisions of this Agreement and any grant requirements in all sub-contracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any sub-contract upon a finding that the sub-contractor is in violation of regulations issued by any federal agency. Sub-recipient shall be responsible for assuring compliance with requirements in the Grant Assurances document is met by the sub-contractor.
 - b. **Notification of Personnel Changes** – The Sub-recipient shall update the KDHE grant manager when personnel changes occur and must notify KDHE in writing or by email within two (2) business days when personnel have left or have been replaced.
 - c. **Allowable Expenses** – All costs allocated to the PHIG grant project shall be consistent with the principles set out in the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart E and those permitted by the grant program's authorizing legislation. 45 CFR part 75 outlines the parameters related to allowable costs that might be implicated in proposed activities. Costs must be reasonable, allocable, and necessary to the grant project's success.
 - d. **Unallowable Expenses** – Funds must be used for reasonable program purposes, including personnel, travel, supplies, and services. Indirect costs are unallowable under the terms of this Agreement. Funding restrictions that must be considered while implementing this Agreement include:

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1. Research
2. Clinical care (except as allowed by law)
3. Furniture or equipment
4. Capital acquisitions
5. Publicity and propaganda (lobbying)
 - i. Funds cannot be used for the preparation, distribution, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body, beyond normal, recognized executive relationships.
6. Any activities that violate the Controlled Substances Act
7. For construction or renovation and/or purchase of land; to lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized
8. Food and beverages
9. Vehicles (for purchase or leasing)
10. Indirects
11. Retroactive expenses (occurring from December 1, 2022—November 30, 2023)

C. Expenditure Reports. The Sub-recipient shall submit reimbursement requests via expenditure reports with itemized categories. Expenditure reports must be completed for the following categories (if applicable):

- i. Personnel
- ii. Fringe Benefits
- iii. Travel
- iv. Supplies
- v. Equipment
- vi. Contractual Services
- vii. Other

D. Sub-recipient Reporting Requirements.

- i. Sub-recipient shall submit quarterly financial status reports by the 15th of January, April, July, and October beginning April 15, 2024. Quarterly financial status reports will no longer be required once the project incurs no further costs.
- ii. Sub-recipient shall submit a semi-annual progress report on the 15th of January and July beginning July 15, 2024. Progress reports will no longer be required once the project incurs no further costs.

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- iii. Financial status reports and progress reports shall be submitted to KDHE via the Kansas Grant Management System.

III. DUTIES OF KDHE - PERFORMANCE MONITORING

KDHE will monitor the performance of Sub-recipient against the goals and performance standards as stated above. Sub-recipient shall provide KDHE with all necessary reports as required by this Agreement to allow for the effective administration and review of project progress. Substandard performance as determined by the KDHE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by KDHE, Agreement suspension or termination procedures will be initiated.

This Agreement may be terminated by either Party upon providing written notice to the other party at least thirty (30) days in advance of the effective date of termination. If this Agreement is terminated, Sub-recipient will be paid for those costs incurred prior to the date of termination. KDHE shall receive all work products produced by Sub-recipient prior to the date of termination.

IV. PAYMENT TERMS

- A. KDHE shall make a payment of 25% of the total amount budgeted for the first year of the four-year grant upon final execution of this Agreement.
- B. KDHE shall make additional payments upon receipt and approval of a quarterly financial status report in the Kansas Grant Management System within thirty (30) days.
 - i. Sub-recipient grantee shall not allocate any expense made or incurred prior to December 1, 2023, or after November 30, 2027, to this grant award. Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses properly obligated on or before 11/30/2027 must be paid within 30 days following the end of the grant award period.
- C. KDHE shall make a final payment at completion of the Agreement period when the deliverables are completed and FSRs are submitted.
- D. The Agreement amount shall not exceed \$138,434.66.

V. TERM OF AGREEMENT

This Agreement shall begin on December 1, 2023, and continue until November 30, 2027, unless sooner terminated according to the provisions herein. This Agreement shall not be considered executed and in effect until signed by the Secretary of KDHE.

VI. ADDITIONAL REQUIREMENTS

- A. **Financial Management** – The Sub-recipient shall establish and maintain an effective system of internal fiscal control and accountability for all funds disbursed under this Agreement including an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset and liability balances.

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- B. Audits and Inspections** – At any time during normal business hours upon three (3) days prior written notice and as often as KDHE may deem necessary, Sub-recipient shall make available to KDHE, representatives of the federal government (or their designees) for examination all of its records with respect to matters covered by this Agreement. Audits or inspections shall be conducted in such a manner as to not interfere unreasonably with normal business operations.

Federal funds disbursed to the Sub-recipient shall be audited according to the requirements of OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200), also known as Uniform Grant Guidance and 45 CFR part 75. The Sub-recipient agrees to have an audit conducted annually (if the threshold is met). Any deficiencies noted in audit reports must be fully addressed and cleared by the Sub-recipient within 30 days after receipt of the audit report. Failure of the Sub-recipient to comply with audit requirements will constitute noncompliance with this Agreement and may result in the withholding of future payments.

- C. Records Retention** – The Sub-recipient shall retain financial and programmatic records, and all supporting documents with respect to the services to be provided under this Agreement for a period of seven years from the beginning date of the term of this Agreement.

- D. Access to Records** – The Sub-recipient shall afford access, upon written request, to representatives of the Secretary of the Kansas Department of Health and Environment or the Kansas Legislative Division of Post Audit to any of the Sub-recipient's documents or other records necessary to verify compliance with state agency Sub-recipient agreements, Kansas or federal statutes, and Federal Grant Guidelines.

- E. Contractual Provisions Attachment (Form DA-146a)** – The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement, and made a part thereof. Reference Appendix A of this document.

- F. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections** – The Sub-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", as amended, 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. Reference Appendix B of this document.

- G. Non-Debarment Certification and Warranty** – The Sub-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. Reference Appendix B of this document.

- H. Policy Against Sexual Harassment** – The Sub-recipient of funds, as a condition of receiving funds, acknowledges that they have been notified of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agrees to comply with the provisions of this policy. Reference Appendix C of this document.

- I. Amendments** – This Agreement may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Agreement.

- J. Compliance with Title VI** – Sub-recipient shall ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. If Sub-recipient subcontracts, assigns, or transfers any of

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the work contemplated by this Agreement to another party, Contractor is responsible for ensuring such subcontractor, assignee, or transferee also complies with these federal nondiscrimination laws.

- K. Compliance with Grant Requirements** – Sub-recipient shall ensure it complies with all applicable requirements of the grant, which are attached hereto as Appendix D and incorporated herein.

THE PARTIES, through their duly authorized representatives, assent to the terms and conditions of this Agreement and have executed it as of the date reflected below.

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT:

Janet Stanek
Secretary

Date

VENDOR'S LEGAL NAME HERE:

Sub-recipient Authorized Representative Name
Title

Date

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APPENDIX A

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of December 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract

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and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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APPENDIX B

COMPLIANCE WITH THE

"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, encouraging 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) mandated a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". 41 U.S.C. 4712 has been amended, enacting a permanent extension of the pilot program.

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 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", as amended, 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.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred, or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at www.sam.gov; 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.

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APPENDIX C

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature

Date

Printed Name

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APPENDIX D

Grant Requirements

1. **PROGRAM INCOME:** The Subgrantee shall not generate or otherwise earn any income as a direct result of this grant award.
2. **PERSONNEL INFORMATION:** Job descriptions, resumes, and compensation, including salary/wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by KDHE. These grant project funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.
3. **EXTERNAL COMMUNICATIONS MATERIALS:** All external communications materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

This work is supported by funds made available from the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS), National Center for STLT Public Health Infrastructure and Workforce, through OE22-2203: Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems grant. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.
4. **EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS:** All grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 45 C.F.R. Part 87 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.
5. **LIMITED ENGLISH PROFICIENCY:** Procedures are in place to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Subgrantee program under PHIG. For additional guidance in complying with the LEP assurance, please refer to the guidance provided by the HHS: <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/guidance-federal-financial-assistance-recipients-title-vi/index.html>
6. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant project, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Kansas law prohibits texting while driving (K.S.A. 8-15,111).
7. **FRAUD AND ABUSE:** Consistent with 45 C.F.R. 75.113, the Subgrantee shall promptly refer to the U.S. Department of Health and Human Services and KDHE any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for PHIG grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining

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to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving PHIG funds. Disclosures of potential fraud, waste, abuse, or misconduct shall be reported in writing to each of the following:

grantdisclosures@oig.hhs.gov

<https://oig.hhs.gov/fraud/grant/>

AND

Kansas Department of Health and Environment
Local Public Health Program
1000 SW Jackson Street, Ste. 340
Topeka, KS 66612
LHD@ks.gov