

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT**  
**AGREEMENT FOR FUNDING OF**  
**INDIGENT CARE TUBERCULOSIS CONTROL PROGRAM ACTIVITIES**

**1. Parties to Agreement.**

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. Saline County Health Department [Local Agency]

**THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

**2. Purpose of Agreement.** The purpose of this Agreement is to outline the terms and conditions under which KDHE will provide funding to Local Agency for the purpose of financing expenses related to the Local Agency's Tuberculosis (TB) Control Program. TB related services for diagnosis and/or treatment may include chest x-rays, laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT).

**3. Term of Agreement.** This Agreement shall begin on July 1, 2024 and continue until June 30, 2025, unless sooner terminated according to the provisions herein.

**4. Duties of Local Agency.**

- 4.1. Comply with Kansas statutes and rules and regulations pertaining to public health, including but not limited to K.S.A. 65-101 *et seq.*
- 4.2. Provide expanded TB services for people receiving TB diagnostics, evaluation, and treatment for Public Health purposes. TB services for diagnosis and/or treatment shall include chest x-rays, laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT). Additional services may be provided with advanced approval of KDHE.
- 4.3. Ensure TB Nurses employed by Local Agency actively participate in Cohort Review.
- 4.4. Submit TB medication orders to the KDHE TB Program at least every two (2) weeks.
- 4.5. Enter into agreements for laboratory and radiology services at discounted rates not more than 10% over current Medicaid reimbursement rates unless the services are provided directly by the Local Agency. These discounted rates shall be presented to the KDHE within thirty (30) days of the signing of this Agreement for approval.
- 4.6. Submit to the KDHE quarterly Program/Fiscal Reports, consisting of a Tuberculosis Indigent Services Agreement Reporting Form (Appendix D) and a Tuberculosis Program Progress Report (Appendix E) within fifteen (15) days after the end of each quarter (October 15, 2024, January 15, 2025, March 15, 2025, and July 15, 2025).
  - 4.6.1. Reports shall provide fiscal data and describe services provided for the preceding quarter.
  - 4.6.2. An amendment to the July 15, 2025 report will be accepted within 45 days of that report (no later than August 31, 2025).

- 4.7.** Submit to KDHE Certified Expenditure Affidavits in accordance with Paragraph 6 of this Agreement. Late filing of Certified Expenditure Affidavits will be subject to the following:

<u>Days After Due Date</u>	<u>Paid at % of Actual Expenditure</u>
1 - 5 days	100%
6 - 10 days	90%
11 - 20 days	80%
Greater than 20 days	50%

- 4.8.** Hold as confidential all personal client information obtained or received from recipients of services under this Contract and agrees to only disclose client information in statistical, summary, or other forms that do not identify individual clients, or upon request of the Secretary of Health and Environment, Kansas Department of Legislative Post Audit, Secretary of Health and Human Services (HHS), Comptroller General or any of their duly authorized representatives. An exception will be made when the client signs a release of information. Neither party to the Contract shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101 *et seq.* to any records, documents, or other information--confidential or otherwise--regarding or relating to the execution and/or performance of this Contract.
- 4.9.** Not subcontract any work under the Agreement without the express, written approval of KDHE prior to entering said subcontracts. Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this Agreement shall apply without qualification to each subcontractor of Local Agency.
- 4.10.** Provide site access, upon written request, to the Secretary of the KDHE (Secretary) or the Secretary's designee.
- 4.11.** Provide access, upon written request, to the Secretary of KDHE to any Local Agency receipts, invoices, and other financial records necessary to certify compliance with expenditures and KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.
- 4.12.** Provide access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.
- 4.13.** Not use KDHE funds to supplant other Local Agency funds for Tuberculosis Control.
- 4.14.** Not charge for services rendered by employees of the State of Kansas, or employees of the Local Agency who are paid through a separate agreement or grant between the Local Agency and the KDHE.
- 4.15.** Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of \$250.00.
- 4.16.** Establish and maintain an accounting system that conforms to generally accepted accounting principles for recording and reporting receipts, obligations, and disbursements of Agreement funds including income derived from said funds.
- 4.17.** Maintain payroll records supported by time and attendance records for individual employees. Salaries and wages of employees chargeable to more than one program or cost objective shall be supported by time, distribution, and attendance records.
- 4.18.** Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and Office Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audits Requirements for Federal Awards [2 C.F.R. Part 200], or if not required by OMB to complete an audit, a comparable fiscal report approved by KDHE. Either the audit or the fiscal report shall be submitted to KDHE within twelve (12) months after the end of Local Agency's fiscal year.

## **5. Duties of KDHE.**

- 5.1.** Provide compensation in accordance with Paragraph 6 of this Agreement.
- 5.2.** Provide technical assistance to Local Agency, as needed and requested.

## **6. Compensation.**

- 6.1.** KDHE shall reimburse Local Agency its actual expenditures during the term of this Agreement upon receipt and approval of quarterly affidavits of expenditure. Payments pursuant to this Agreement are contingent upon appropriation of funds. Local Agency shall return any unexpended funds within sixty (60) days of the end of the Agreement.
- 6.2.** KDHE reserves the right to deny payment if required Program/Fiscal Reports are not on file for previous quarters or for the final period, or if program requirements/objectives are not met as specified in the Agreement.
- 6.3.** The Agreement amount shall not exceed \$2,500.00.

## **7. Additional Terms and Conditions.**

- 7.1.** Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Non-Debarment Certification), and Appendix C, (Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation) are hereby incorporated in this Agreement and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Agreement.
- 7.2.** Local Agency 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 Local Agency subcontracts, assigns, or transfers any of the work contemplated by this Agreement to another party, Local Agency is responsible for ensuring such subcontractor, assignee, or transferee also complies with these federal nondiscrimination laws.
- 7.3.** 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.
- 7.4.** Termination.
  - 7.4.1.** This Agreement is contingent upon the availability of state or federal funds and may be terminated by thirty (30) day advance written notice by KDHE.
  - 7.4.2.** 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, Local Agency will be paid for those fees earned and costs incurred prior to the date of termination.
  - 7.4.3.** This Agreement may be terminated by KDHE with immediate effective upon providing written notice to the other party.

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

**Kansas Department of Health and Environment**

**Saline County Health Department**

\_\_\_\_\_  
Janet Stanek  
Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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 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.

**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](http://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.**

**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.

Jason K Tiller  
Signature

June 19, 2024 Jason K. Tiller  
Date Printed Name



**TUBERCULOSIS INDIGENT SERVICES CONTRACT QUARTERLY REPORT FORM**

Reporting County: \_\_\_\_\_ Report Period: \_\_\_\_\_

Service	Number Provided (a)	Number Provided (a)	Total Charges = (a x b)
Provision of Directly Observed Therapy ( <i>attach "DOT worksheet"</i> )		\$5.00	
Provision of Initial Nursing Assessments		\$15.00	
Provision of Follow Up Nursing Assessments		\$7.50	
Provision of Physician Visits		\$33.00	
Radiology Services (2 view – TC with Reading)		\$33.57	
Laboratory Services (Metabolic Panel)		\$15.93	
Laboratory Services (SGOT or SGPT)		\$10.23	
Travel			
Other ( <i>complete "other worksheet" below</i> )	<i>Transfer total from worksheet below</i>		
<b>Total</b>			

**Other Worksheet** - Itemize any special charges not indicated above. These are typically special laboratory or radiology orders associated with the diagnosis and treatment of tuberculosis infection or disease.

Service	Charge*	Patient #
<b>Total</b>		<i>(Enter this amount above)</i>

**\* Charges will be reimbursed at a rate no greater than the standard Medicaid rate plus 10%.**

This form accurately reflects the TB services provide in compliance with the TB Indigent Contract by the above-mentioned county health department for the specified reporting period.

\_\_\_\_\_  
Signature of TB Nurse

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of TB Nurse

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrative/Fiscal Staff

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**TUBERCULOSIS PROGRAM PROGRESS REPORT**

Reporting County: \_\_\_\_\_ Report Period: \_\_\_\_\_

**GOALS:**

**OBJECTIVES:**

**PROGRESS:**

	<b>Ongoing</b> from previous report periods	<b>New</b> this report period	<b>Total</b> (Ongoing plus New this	<b>Completed</b> this report period	<b>Carryover</b> (Total less Completed)
Active Disease					
Infection on PT/PEP					
Close Contact Evaluations					
Other Evaluations					
Outreach/Education Events					

**ACCOMPLISHMENTS:**

_____ Signature of TB Nurse	_____ Printed Name	_____ Date
_____ Signature of TB Nurse	_____ Printed Name	_____ Date
_____ Supervisor's Signature	_____ Printed Name	_____ Date