

CONTRACT BETWEEN
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND
KANSAS WIC LOCAL AGENCY

1. Parties to Contract.

- 1.1. Kansas Department of Health and Environment [KDHE], also referred to as State Agency
- 1.2. Sedgwick County Board of Commissioners [Local Agency], covering a service area of the following Kansas counties: Sedgwick County.

2. Purpose of Contract. The purpose of this Contract between KDHE and Local Agency is to outline the responsibilities of each of the Parties as to the administration of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and, if applicable to the Local Agency, the WIC Breastfeeding Peer Counselor Program (BFPC). Funding for the WIC and BFPC programs are provided to KDHE by the U.S. Department of Agriculture (USDA), CFDA #10.557.

3. Term of Contract. The period of this Contract shall begin October 1, 2023 and continue until September 30, 2024, unless sooner terminated according to the provisions herein.

4. Compensation. The Contract amount awarded to Local Agency is for:

- 4.1. Up to \$2,020,396 plus any reallocated Federal Nutrition Services Administrative Funds that may become available.
- 4.2. Up to \$62,000 plus any reallocated Federal Breastfeeding Peer Counselor Funds that may become available.

5. Local Agency Responsibilities and Requirements for Administering the WIC Program. Local Agency shall be responsible for the following:

- 5.1. Conducting the WIC program in accordance with the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management of the program.
- 5.2. Employing or contracting with a competent professional authority who is authorized to determine nutritional risk, certify participants and prescribe supplemental foods as defined by policy. Competent professional authorities include:
 - 5.2.1. Licensed Dietitians;
 - 5.2.2. Registered Nurses;
 - 5.2.3. Licensed Physicians; or
 - 5.2.4. Registered Physician Assistants.

- 5.3.** Employing or contracting with a licensed dietitian to counsel participants who are determined to be at high nutritional risk and perform other nutrition services as defined by policy.
- 5.4.** Completing a Nutrition Services Plan and submitting the plan to the State Agency for approval by November 1, 2023. The Nutrition Services Plan is to be completed using the Nutrition Services Plan Guidance materials, provided by the State Agency, for the upcoming calendar year.
- 5.5.** Providing referrals to health and social services or other programs as appropriate. Referrals may be verbal or written and must be documented in the WIC management system.
 - 5.5.1.** Local Agency shall maintain and provide to participants a list of community and food assistance programs within the community. The list shall include local KanCare (Medicaid) information and other programs that may be of benefit to participants and applicants. The list shall include local resources for substance abuse counseling and treatment. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
 - 5.5.2.** Local Agency shall provide written information about KanCare (Medicaid) to each participant/caregiver on at least one (1) occasion, preferably at the time of certification.
 - 5.5.3.** Local Agency shall refer infants and or children who have not had a blood lead test, or do not have up to date immunization records to an appropriate resource.
 - 5.5.4.** Local Agency shall report known or suspected child abuse or neglect as required by State law.
- 5.6.** Making appropriate health services available to participants and informing applicants of the health services available. Local Agency shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided by referral. Special efforts should also be made by the Local Agency to maintain ongoing communication and referrals with organizations who serve the homeless in their WIC service area. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
- 5.7.** Attending the statewide annual WIC meeting and other required training events as directed by the State Agency.
- 5.8.** Monitoring local retail vendors participating in the WIC Program, including:
 - 5.8.1.** Conducting annual vendor training and any other training, monitoring, and investigating of authorized vendors assigned to the Local Agency.
 - 5.8.2.** Sending written communications of warnings to vendors that are in violation of contract agreements and will work with vendors to resolve problems as necessary.
 - 5.8.3.** Communicating with the State Agency on all correspondence with vendors.
- 5.9.** Safeguarding all eWIC cards from the date the Local Agency receives the cards through the date the WIC participant signs for the card.
- 5.10.** Utilizing the Kansas WIC automated management information system (KWIC) to administer the Kansas WIC program in their clinics. This shall include:
 - 5.10.1.** Using due diligence in keeping WIC equipment secure from theft or damage.

- 5.10.2.** Having and maintaining a computer network including internet access to support the use of the KWIC.
- 5.10.3.** Ensuring that reasonable protections are in place to avoid computer viruses and unauthorized access to computer files.
- 5.10.4.** Employing or contracting with information technology technicians available to help in the installation of new equipment and deal with problems with the network and existing equipment.
- 5.11.** Safeguarding WIC program client information in the KWIC system.
 - 5.11.1.** Security access is obtained through a request to the KWIC Security Manager at the State Agency.
 - 5.11.2.** Local Agency shall contact the State Agency by emailing KDHE.WicStaffChange@ks.gov when an employee's security access needs be removed.
 - 5.11.2.1.** If a Local Agency employee leaves employment due to termination, then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within twenty-four (24) hours of termination.
 - 5.11.2.2.** If a Local Agency employee leaves employment under normal circumstances (for example: 2 weeks' notice), then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within one (1) week from the end of the employee's employment.
- 5.12.** Maintaining participation levels of at least 98% of the contractually assigned participation. If the Local Agency fails to maintain at least 98% of its assigned target participation level for a three-month period, the State Agency may adjust the amount of administrative funds allocated to the Local Agency.
- 5.13.** Conducting at least two (2) public outreach activities designed to enroll eligible women in the early stages of pregnancy, infants, and children in the WIC Program. Outreach activities shall involve offices and organizations that interact with potentially eligible persons, such as health and medical organizations, hospitals and clinics, welfare and unemployment offices, social service agencies, farm worker and other organizations serving target populations.
- 5.14.** Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services is performed.
- 5.15.** Annually reviewing and evaluating clinic operations. The annual review and evaluation shall include all clinics, including sub-contractors, for compliance with WIC operations.
 - 5.15.1.** Develop and implement a corrective action process which includes:
 - 5.15.1.1.** Promptly notifying the evaluated clinics in writing of any deficiencies,
 - 5.15.1.2.** Requiring evaluated clinics to develop corrective action plans, and
 - 5.15.1.3.** Monitoring clinic implementation of such plans.
 - 5.15.2.** Provide a written report detailing strengths and weaknesses of the clinics and the requirement for corrective action, as appropriate.

- 5.15.3.** Follow-up and monitor implementation of all corrective action plans.
- 5.15.4.** Provide to the State Agency, a copy of the initial report given to the evaluated clinic(s) and any subsequent reports that document the Local Agency's monitoring of the implementation of corrective action plans.
- 5.16.** Submitting the following to the State Agency:
 - 5.16.1.** An annual budget for the Federal Fiscal Year (October 1-September 30) for each year of operation.
 - 5.16.2.** A monthly affidavit of expenditures by the 20th of each month following the reporting month.
 - 5.16.2.1.** The affidavit shall document all allowable expenditures incurred for operation of the WIC program.
 - 5.16.2.2.** Expenditures must be broken out by the following categories: Nutrition Education, Breastfeeding Promotion and Support, Client Services and General Administration.
 - 5.16.2.3.** At least one-sixth of the total funds received must be expended for nutrition education services. Additionally, the State Agency will assign a required expenditure amount for breastfeeding promotion and support. Exceptions to these expenditure requirements for special circumstances not under the Local Agency control may be authorized by the State Agency.
 - 5.16.3.** If necessary, corrections or supplemental affidavits are due within sixty (60) calendar days from the end of the reporting month.
 - 5.16.4.** A time and effort form or daily time sheets at a minimum of one month per quarter no later than the 20th of the month following. For example, January, February or March are due on or before April 20.
 - 5.16.5.** Any other reports as requested by the State Agency in a timely manner.
- 5.17.** Maintaining complete and accurate source documentation that accounts for all program funds received and expended.
- 5.18.** Filing with the State Agency an approved indirect-cost plan if indirect costs are to be claimed for reimbursement.
- 5.19.** Filing with the State Agency a cost allocation plan if program expenditures are integrated or comingled in any way with any other program. Only expenditures associated with WIC should be shown on monthly affidavits or supplemental reports.
- 5.20.** Maintaining and making available for review all records, both financial and programmatic, for the WIC program regarding this contract for a period of four years, or until audits or litigation have been completed and any questions arising from the audits or litigation have been resolved.
- 5.21.** Obtaining written approval from the State Agency before purchasing any piece of equipment or capital expenditure costing \$1,500 or more, if said equipment is to be purchased with WIC funds under this contract. The State Agency reserves rights to all capital equipment purchased 100% with

WIC funds. All capital expenditures reported on the monthly affidavits must be supported with photocopies or electronic copies and invoices before reimbursement can be made.

- 6. Local Agency Responsibilities and Requirements for Administering the WIC BFPC Program.** This paragraph and all sub-paragraphs hereunder shall only apply if the Local Agency requests and is granted BFPC funds to implement a BFPC program. If BFPC funds were requested by Local Agency and granted by KDHE, Local Agency shall be responsible for the following:
 - 6.1.** Conducting the WIC BFPC program in accordance with the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management of the program.
 - 6.2.** Implementing and administering a BFPC program consistent with program guidance set forth in the “Using Loving Support to Manage Peer Counseling Programs” and “Loving Support through Peer Counseling”.
 - 6.3.** Appointing a BFPC Supervisor who is a Local Agency employee or contract employee, and who has or will receive training in breastfeeding support. BFPC Supervisors may perform other duties as well.
 - 6.4.** Referring WIC participants to other WIC staff or other community agency staff that are trained in the management of breastfeeding problems outside the Breastfeeding Peer Counselor’s expertise.
 - 6.5.** Developing a BFPC implementation plan for approval by KDHE. Once the implementation plan is approved by KDHE, Local Agency shall be responsible for expanding and building upon activities outlined in the Local Agency’s approved breastfeeding peer counseling implementation plan.
 - 6.6.** Attending BFPC implementation training and designated annual BFPC training events as directed by the State Agency.
 - 6.7.** Completing the Kansas BFPC Program Performance Measurement Quarterly Report form. The Quarterly Report shall be submitted to KDHE according to the following schedule:
 - 6.7.1.** Only page one of this form needs to be submitted on or before the following dates:
 - 6.7.1.1.** January 20, 2024
 - 6.7.1.2.** July 20, 2024
 - 6.7.1.3.** October 20, 2024
 - 6.7.2.** The quarterly report form is to be submitted in its entirety to KDHE on or before April 20, 2024.
 - 6.8.** Submitting the following to the State Agency:
 - 6.8.1.** The Kansas WIC Breastfeeding Peer Counselor Program Self-Monitoring form on a yearly basis along with the yearly renewal application.
 - 6.8.2.** Concurrent with the submission of the WIC monthly affidavit of expenditures, a monthly affidavit of BFPC expenditures by the 20th of each month following the reporting month. BFPC expenditures shall be subject to the following requirements:

- 6.8.2.1.** The affidavit shall document all allowable expenditures incurred for operation of the BFPC program.
 - 6.8.2.2.** Expenditures must be placed in the BFPC cost category only.
 - 6.8.3.** If necessary, corrections or supplemental affidavits are due within sixty (60) calendar days from the end of the reporting month.
 - 6.8.4.** A time and effort form or daily time sheets at a minimum of one month per quarter no later than the 20th of the month following. For example, January, February or March are due on or before April 20.
 - 6.8.5.** Any other reports as request by the State Agency in a timely manner.
 - 6.9.** Maintaining complete and accurate source documentation that accounts for all program funds received and expended.
- 7. State Agency Responsibilities.** KDHE shall be responsible for the following under this Contract:
- 7.1.** Providing a separate spreadsheet that includes the assigned client participation number, the funding allocation, and the target expenditures for Nutrition Education and Breastfeeding Promotion and Support for the Local Agency and any sub-contractors as applicable.
 - 7.2.** Providing an information management system for certifications, benefits issuance and program management.
 - 7.3.** Providing technical assistance training and monitoring the Local Agency for program compliance.
 - 7.4.** Reimbursing the Local Agency on a monthly basis for approved expenditures in accordance with the Local Agency submitted affidavit of expenditures and within the funding allocation provided to the Local Agency. Reimbursements shall be based on actual costs.
- 8. Subcontracting of Services by Local Agency.** If Local Agency deserves to subcontract services related to this Contract, the Local Agency shall obtain written approval from the State Agency prior to entering into a subcontract with a third party to provide WIC services. The Local Agency shall submit the subcontract, along with the budget of the subcontractor, to the State Agency for written approval.
- 8.1.** Local Agency shall provide on-site technical assistance to all subcontractor clinics as necessary and shall conduct periodic, routine meetings with subcontractor's WIC staff for in-service trainings and problem solving.
 - 8.2.** Local Agency shall include in the subcontract provisions defining the services to be provided by, and the requirements of, the subcontractor and how the Local Agency will compensate the subcontractor for the services provided. Said services and requirements may include, but are not limited to:
 - 8.2.1.** Determining participant eligibility.
 - 8.2.2.** Issuing cards or benefits and stock accountability.
 - 8.2.3.** Providing nutrition education and counseling.
 - 8.2.4.** Providing to the Local Agency, on a timely basis, all required information regarding fiscal and program administration, including time sheet and affidavits of actual expenditures.

- 8.2.5. Following WIC policies and procedures.
 - 8.2.6. Making appropriate health services or referrals available to participants.
 - 8.2.7. Training, monitoring, and investigating retail vendors.
 - 8.2.8. Maintaining vendor files.
 - 8.2.9. Assuring documentation for all functions.
- 8.3. Local Agency shall include on the subcontractor signature page the following statement: *“As a prospective lower tier participant, the subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future.”*
- 8.4. Local Agency shall include on the subcontractor signature page the following statement: *“The subcontractor certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall 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 agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment of modification or any government contract, grant, loan or cooperative agreement.”*

However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office. The Standard Form LLL can be accessed at <https://www2.ed.gov/fund/grant/apply/appforms/sflll.doc>

- 8.5. Local Agency shall include on the subcontractor signature page the following statement: Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.
- 8.6. Subcontracted clinics may not be permitted to separate from their Local Agency group until the end of the federal fiscal year.

9. Service Area Termination by Local Agency.

- 9.1. If the Local Agency was traveling to another County and was providing WIC services and no longer wishes to do so and the County in which the traveling agency was providing services wishes to be a brand-new agency, a transition period will need to be established for both the traveling agency and the new agency with the help of the State Agency, so that clients will not experience a lapse in services.

9.2. The transition period typically begins the first of October. If necessary, the traveling agency shall continue to provide services and travel to that County until the new agency is fully trained and ready to have their first clinic.

10. **Audit Requirements.** If Local Agency receives more than \$750,000 in federal funds from any agency, an audit shall be conducted in accordance with the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200]. Any deficiencies noted in audit reports must be fully addressed and cleared by the Local Agency within thirty (30) days after receipt of the audit report. Failure of the Local Agency to comply with audit requirements shall constitute noncompliance with this Contract and may result in the withholding of future payments.

11. Confidentiality.

11.1. WIC/BFPC participant personal information is confidential and may only be released once the participant/caregiver has signed the Rights and Responsibilities statement. The Local Agency shall not disclose participant's personal information to third parties not listed on the Rights and Responsibilities statement without a separate release form signed by the participant/caregiver.

11.2. Local Agencies that share personal information between themselves and third parties not listed on the Rights and Responsibilities Form, (i. e. community groups, organizations or other agencies) must have a Memorandum of Understanding (MOU) specifically outlining the relationship between the WIC program and the third party. The MOU must detail the purpose, use and restrictions regarding personal information shared by the WIC program and facilitate referrals by outlining the procedures under which each organization operates, and make the MOU available upon request to the State Agency.

11.3. Internally and when shared with a third party, participant's personal information shall only be used for the following purposes:

11.3.1. To establish the eligibility of WIC applicants or participants for the programs that the Local Agency and third-party organization administers.

11.3.2. To conduct outreach to WIC applicants and participants for such programs.

11.3.3. To enhance the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs.

11.3.4. To streamline administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC program.

11.3.5. To assess and evaluate the responsiveness of a State's health system to participants' health care needs and health care outcomes.

12. Termination.

12.1. KDHE may terminate this contract, in whole or in part, if Local Agency breaches or fails to perform its obligations under this contract.

12.2. This contract may be terminated without penalty by Local Agency giving at least thirty (30) calendar days written notice.

- 12.3. The distribution of funds is contingent upon receipt of adequate funds and appropriations to KDHE. This contract is contingent upon the availability of federal funds. In the event that funds for this contract are exhausted or no longer available, this contract may be unilaterally terminated without penalty by KDHE upon thirty (30) days written notice. KDHE may also terminate this contract in accordance with the provisions designated in Appendix A.
- 12.4. In the event either party terminates this contract, Local Agency shall be reimbursed for all costs and non-cancelable obligations for any authorized work that has been completed and incurred prior to the effective date of termination unless termination of the Contract is due to breach or failure to perform on behalf of Local Agency. In the event of a termination by either party, Local Agency will immediately provide KDHE all work in progress, work completed, equipment, and materials provided to it by KDHE in connection with this contract.

13. Miscellaneous Terms and Conditions.

- 13.1. Local Agency certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall 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 agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan or cooperative agreement. However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office.
- 13.2. Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.
- 13.3. By signing this Contract, the Local Agency as a prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future.
- 13.4. 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 Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.
- 13.5. Amendments. This Contract may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Contract.

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

Janet Stanek
Secretary
Kansas Department of Health and Environment

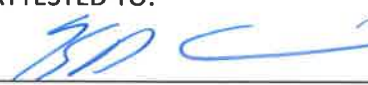

SEDGWICK COUNTY, KANSAS
Peter F Meitzner, Chairman
Commissioner, First District

Date

APPROVED AS TO FORM ONLY:


Sedgwick County Legal Counselor

ATTESTED TO:


Kelly B. Arnold
County Clerk



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 October , 20 23 .

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; 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.

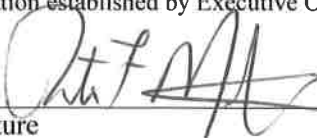
NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

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.

Signature



Date

9-27-23

Printed Name

Peter F Meitzner