



*Sedgwick County...
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County Manager's Office

100 N. Broadway, Suite 630, Wichita, KS 67202 - www.sedgwickcounty.org - TEL: 316-660-9393 - FAX: 316-660-9345

Thomas J. Stolz
County Manager

Date: October 10, 2024
To: Board of County Commissioners
From: Thomas J. Stolz, County Manager
Subject: Grant Application

The following item was submitted through the grant approval process. I have approved this application.

15-24-000666 – CONSIDERATION OF A KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) GRANT SUB-RECIPIENT AGREEMENT FOR IMPLEMENTATION OF STRATEGY 3 OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) OVERDOSE DATA TO ACTION COOPERATIVE AGREEMENT IN THE AMOUNT OF \$64,158.

Please let me know if you have any questions.

TJS: sdy

cc: Shelly Steadman, Director, Regional Forensic Science Center
Michelle Stroot, Revenue Manager, Accounting Department
Kelci Linarez, County Clerk's Office

CONSIDERATION OF GRANT IN THE AMOUNT OF \$64,158 FROM THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) GRANT SUB-RECIPIENT AGREEMENT UNDER THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) OVERDOSE DATA TO ACTION COOPERATIVE AGREEMENT (AWARD NU17CE010232).

Presented by: Dr. Shelly Steadman, Director, Regional Forensic Science Center (RFSC)

Recommended Action: Approve the sub-recipient agreement and authorize the following actions: Acceptance of the grant; Authorize the Manager or designee to sign all necessary documents (including the sub-recipient agreement and associated appendices); Authorize establishment of budget authority until the conclusion of the grant term.

Grant Summary and Timeline: The KDHE has a Cooperative Agreement with the CDC’s Overdose Data to Action Program (OD2A) to address overdose prevention and response in Kansas. Sedgwick County has been approved as a sub-recipient of funding in the amount of \$60,000 for expanded toxicology testing, plus \$4,158 in administrative (indirect) costs. The testing is for the identification of controlled substances, including pharmaceuticals, illicit drugs, novel psychoactive substances and other unknown chemicals becoming prevalent in fatal overdoses. Capturing this data will allow the RFSC will expand comprehensive post-mortem toxicology testing throughout the county. The RFSC will be eligible for reimbursement for services provided between September 1, 2024 and August 31, 2025.

Financial Considerations:

Grant period starts: September 1, 2024

Grant period ends: August 31, 2025

Source of Funding	
Grant	\$64,158
Cash Match	\$
Other Funding	\$
Total Sources	\$64,158

List anticipated In-Kind Matching amount:

Uses of Funding	
Personnel (41000)	\$
Contractual (42000)	\$64,158
Commodities (45000)	\$
Capital Improvements (46000)	\$
Capital Equipment (47000)	\$
Total Uses	\$64,158

Source of Matching Funds: N/A

Source of Other Funding: N/A

Budget Authority Adjustment: Authorize establishment of additional budget authority in the amount of \$64,158 per the budget form.

Personnel Considerations: None

Expected Measurable Outcomes: The expected outcome is continuity of RFSC post-mortem and controlled substance testing services. Drug prevalence information and trends in fatal overdose cases provide important metrics for preventative action programs. Thus, the metrics enhance community health and safety.

Requirements from Sedgwick County: The County must comply with the standard grant assurances required of federal grants as included in the sub-recipient agreement attachment of this item. RFSC must maintain an active and cooperative working relationship with the KDHE Project Officer and operate in accordance with duties and requirements otherwise outlined in the agreement.

Alternatives: In 2022-2024, RFSC received sub-recipient funding under this same program and was provided a total of \$146,000 to continue outside testing of specimens. The testing is required for the medicolegal death investigations required by statute. The alternative will be for the RFSC to pay for this out of the general fund.

Policy Consideration

This action is consistent with the County's Grant Applications and Awards Policy 2.103.

Legal Considerations:

K.S.A. 19-101 provides the authority for entering into this grant.

TITLE: CONSIDERATION OF A KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) GRANT SUB-RECIPIENT AGREEMENT FOR IMPLEMENTATION OF STRATEGY 3 OF THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) OVERDOSE DATA TO ACTION COOPERATIVE AGREEMENT IN THE AMOUNT OF \$64,158.


I, Thomas J. Stolz, certify I have authorized Sedgwick County to apply for the above-referenced grant and the commitment of the County to fulfill all obligations incurred in the grant application and/or award process. I also certify that this grant fits within the County's goals and objectives.

Dated this _____ day of _____, 2024.

SEDGWICK COUNTY, KANSAS

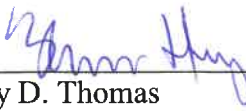
ATTEST:

KELLY B. ARNOLD, County Clerk



THOMAS J. STOLZ
County Manager

APPROVED AS TO FORM:



Henry D. Thomas
Assistant County Counselor

Kansas Department of Health and Environment

SUB-RECIPIENT AGREEMENT

KDHE Information		Sub-recipient Information	
Kansas Department of Health & Environment		County of Sedgwick dba Sedgwick County Regional Forensic Science Center	
Bureau of Health Promotion		100 N Broadway, Suite 610	
1000 SW Jackson Suite 230		Wichita, KS 67202	
Topeka, KS 66612		FEIN: 48-6000798	UEI: U78SNHE76SE3
Total amount of federal funds obligated to the sub-recipient:		\$64,158.00	
Amount of federal funds obligated by this action:		\$64,158.00	
FEDERAL AWARD INFORMATION (information is required for all funding sources that support this agreement)			
3294	9/1/2024	16.8%	\$64,158.00
93.136 Injury Prevention & Control Research & State & Community Based Programs			
NU17CE010232 KS OD2A			
\$2,685,279.00	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 the Sedgwick County Regional Forensic Science Center (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

The purpose of this Agreement is for the Sub-recipient to implement Strategy 3 of the Overdose Data to Action Cooperative Agreement (NU17CE010232). Sub-recipient shall engage in work to improve Kansas' mortality data quality for suspected overdose death cases and/or death cases whereby drug-involvement is suspected to be a contributory cause.

Sub-recipient shall enter into contracts with vendors to conduct expanded post-mortem toxicology testing on biospecimens as indicated and report the testing findings to KDHE. Expanded toxicology testing may be performed for the following conditions:

- A. Suspected drug overdose cases;
- B. Cases whereby drug involvement is suspected and/or is a suspected contributory cause of death;
- C. Undetermined death circumstances; and/or
- D. Other applicable death cases that occurred in Sedgwick County and/or other applicable jurisdictions between September 1, 2024 and August 31, 2025.

Determining necessity for performing post-mortem expanded toxicology and case prioritization is at the discretion of Sub-recipient.

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SUB-RECIPIENT AGREEMENT**II. KDHE GOALS AND OBJECTIVES**

KDHE has a Cooperative Agreement with the CDC's Overdose Data to Action (OD2A) Program to address overdose prevention and response initiatives in Kansas. Allowable activities are structured within two components (Prevention and Surveillance) and nine strategies. The Sub-recipient shall address activities aligning within Strategy 3 (mortality data, including post-mortem toxicology testing), which fulfills part of this programmatic requirement.

III. SCOPE OF SERVICES**A. Sub-recipient Duties.**

- i. Sub-recipient shall coordinate with NMS Labs and Axis Forensic Toxicology to provide expanded toxicology analysis for suspected overdose cases.
- ii. Sub-recipient shall maintain a staffing structure that demonstrates satisfactory capacity and expertise to complete deliverables and provide project oversight.
- iii. Sub-recipient shall submit to KDHE documentation regarding expanded toxicological testing findings, including:
 - a. Number and type of cases that underwent KDHE funded expanded toxicology analysis;
 - b. De-identified list of cases that underwent KDHE funded expanded toxicology analysis; and
 - c. Vendor invoices for testing performed.
- iv. Sub-recipient shall meet with KDHE staff monthly via in person meetings and/or conference calls to update project staff on deliverables and progress.
- v. Sub-recipient shall manage expenses in accordance with the approved itemized budget, which is attached hereto as Appendix D and incorporated herein.
- vi. Sub-recipient shall request written approval from KDHE before re-budgeting funds in or out of a budget category by more than five percent (5%) of the total funding agreement amount.
- vii. Sub-recipient shall obligate all eligible expenditures for this award for activities that will occur by August 31, 2025.

B. Sub-recipient Reporting Requirements.

- i. Sub-recipient shall complete all required reporting as directed by KDHE, including ad hoc requests for updates on deliverable progress.
- ii. Sub-recipient shall submit monthly laboratory reports by the tenth day of each subsequent month using the OD2A provided template.

C. Expenditure Reports. 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

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- iii. Travel
- iv. Supplies
- v. Equipment
- vi. Contractual Services
- vii. Indirect Costs
- viii. Other

D. 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 NU17CE010232 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 this Agreement.
- ii. The Sub-recipient agrees to maintain an active and cooperative working relationship with the KDHE Project Officer assigned to the project. This involves keeping the Project Officer 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 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.
 - b. **Notification of Personnel Changes** – The Sub-recipient shall update the KDHE Project Officer 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. **Unallowable Expenses** – Funds must be used for reasonable program purposes, including personnel, travel, supplies, and services. Funding restrictions that must be considered while implementing this Agreement include:
 - 1. Research
 - 2. Clinical care (except as allowed by law)
 - 3. Direct Services (e.g. tobacco cessation, nutrition counseling)
 - 4. Medications
 - 5. Furniture and Equipment
 - 6. Capital acquisitions
 - 7. Food and beverage items
 - 8. Providing incentives and promotional items

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- 9. Direct enforcement of policies
- 10. 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.
- 11. Syringes (for the sole use of illegal drug injection)
- 12. Fees associated with obtaining a state medical license and/or Drug Enforcement Agency (DEA) Drug Addiction Treatment Act of 2000 (DATA-2000) waiver
- 13. Infectious disease testing and data collection
- 14. Neonatal abstinence syndrome data collection and surveillance (as a standalone activity)
- 15. Direct Adverse Childhood Experiences (ACEs) prevention (as a standalone activity)
- 16. Duplicating efforts from existing funding from federal, state, or private sources
- 17. Out of state travel

IV. 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.

V. PAYMENT TERMS

- A. KDHE shall remit payments within thirty (30) days upon receipt and approval of expenditure reports with itemized categories (invoices). Sub-recipient shall submit monthly expenditure reports to kdhe.AccountsPayable@ks.gov with a copy to laura.moore@ks.gov. Sub-recipient shall submit invoices by the 15th day of each month for expenses incurred in the previous month, starting as early as September 2024 through the end of the project period. Sub-recipient shall submit a final invoice by September 30, 2025.
- B. Sub-recipient shall not duplicate billing for expanded toxicology testing services provided through existing funding from federal, state, or private sources. There is no provision for the payment of expanded toxicology testing when reimbursement is provided through a different mechanism.
- C. The Agreement amount shall not exceed \$64,158.00.

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SUB-RECIPIENT AGREEMENT**VI. TERM OF AGREEMENT**

This Agreement shall begin on September 1, 2024, and continue until August 31, 2025, 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 and Sub-recipient.

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.

VII. 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.
- 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. The Sub-recipient agrees to have an agency audit conducted annually. 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

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SUB-RECIPIENT AGREEMENT

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 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.

SUB-RECIPIENT AGREEMENT

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

SEDGWICK COUNTY REGIONAL FORENSIC SCIENCE CENTER:

JCTA

Thomas J. Stolz
County Manager

Date

10/10/24

Approved As To Form

[Signature]

Kansas Department of Health and Environment

SUB-RECIPIENT AGREEMENT

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 _____ 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

Kansas Department of Health and Environment

SUB-RECIPIENT AGREEMENT**APPENDIX A**

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.

Kansas Department of Health and Environment

SUB-RECIPIENT AGREEMENT

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.

Kansas Department of Health and Environment

SUB-RECIPIENT AGREEMENT

APPENDIX D

Itemized Budget

Comprehensive post-mortem toxicology testing @ \$300/test (average) x 200 cases	\$60,000.00
Total Direct Costs	\$60,000.00
Indirect Costs (6.93%)	\$4,158.00
Total	\$64,158.00



Sedgwick County Budget Form

Sedgwick County Grants and Other Funding, New Fund Centers/Cost Center/Internal Orders

Section 1: New Grant/Grant Renewal or Internal Order Setup Information

Legistar #	BoCC Approval Date	Manager Approval Date	Title of Grant/Program KDHE 2024
Grant Renewal: Previous IO# 150085-23	Grant Period From mm/dd/yyyy 9/1/2024 to 8/31/2025	Type of Funding (check appropriate box by clicking)	
		Federal Grant <input type="checkbox"/>	State <input type="checkbox"/>
		Federal/Pass-Thru State <input checked="" type="checkbox"/>	Other <input type="checkbox"/>

Section 2: SAP (ECC) Set up information

Funds Center # 15008-256	Department/Division RFSC/Public Safety	Shopper(s) Robyn Shultz	Approver(s) Katie Asbury	PPS Workflow Structure
Internal Order/Cost Center # 15008-25	Sub-Department			
Functional Area # 201	Program Grouping KDHE 2024			

Section 3: Financial Information for Accounting For Internal Order Period

Commitment Item entries must be by the specific number and description for Accounting to establish the new internal order

REVENUE: Commitment Item Number and Description	Internal Order Amount	Special Notes for Accounting
33540 - Federal Revenue - State Passthru Misc	64,158	OD2A sub-recipient
Total	64,158	

EXPENDITURE: Commitment Item Number and Description	Internal Order Amount	Special Notes for Accounting
42302 - LAB CHARGES	60,000	Expanded Toxicology Testing
42703 - ADMINISTRATIVE CHARGES	4,158	Indirect costs
Total	64,158	

Section 4: Financial Information for Budget (Revenues Must Use Exact Commitment Item Number, Expenditures Use Superior)

Budget impact entry is to outline the amount of change to the County Fiscal Budget Fund Center to be Workflowed to Budget by Department

REVENUE: Commitment Item Number and Description	Current Year Adjustment	Next Year Adjustment	Special Notes for Budget
33560 - FEDERAL REVENUES - Misc	64,158		
Total	64,158		

EXPENDITURE: Commitment Item Number and Description	Current Year Adjustment	Next Year Adjustment	Special Notes for Budget
41000 Personnel			
42000 Contractuals	64,158		
44000 Debt Service			
45000 Commodities			
46000 Capital Improvements			
47000 Capital Equipment			
48000 Transfers Out			
Total	64,158		

Section 5: Position Management

Departments are responsible for ensuring positions are 100% funded when split among multiple funding sources. If a grant submission alters the split for a position, the Department is responsible for submission of accompanying Personnel Action Forms (PAFs) to ensure the position is correctly, and 100% funded through multiple sources.

Position Number	Name	FTE % Funding	Effective Dates	Other Fund Center(s) If Not 100%