



FY11 MMRS GRANT AGREEMENT
Between
Kansas Highway Patrol (KHP)
and
Sedgwick County Health Department

AGREEMENT START DATE: Upon signature of all parties

AGREEMENT TERMINATION DATE: May 31, 2014

AGREEMENT MMRS AMOUNT: \$281,693.00

FY11 MMRS Grant Federal Maximum Allowable Performance Period:
September 1, 2011 through August 31, 2014

This agreement is entered into between the Kansas Highway Patrol, hereafter referred to as the Grantor, and Sedgwick County Health Department, hereafter referred to as the Subrecipient.

It is mutually agreed that:

1. The purpose of this agreement is to provide funds from the Federal Fiscal Year (FFY) 2011 Homeland Security Grant Program (CFDA 97.071) grant award EMW-2011-SS-00051 to enhance the capabilities of the subrecipient to prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. "MMRS" refers to the Metropolitan Medical Response System program.
2. This agreement, including attachments, may be amended and extended, as necessary. Such amendments shall be in writing and duly executed by Grantor and Subrecipient.
3. All subcontracts, agreements, and financial obligations of the Subrecipient, using funds from this agreement and entered into by the Subrecipient, shall be approved by the Grantor prior to the execution of those subcontracts, agreements, and financial obligations.
4. Total reimbursement under this agreement shall not exceed the total amount mentioned above. Funding may be reduced, redirected, suspended, or terminated by the Grantor if the total amount awarded to the Grantor is reduced, redirected, suspended, or terminated by the federal government.
5. Management & Administration (M&A) costs for MMRS shall not exceed 5% of the total project MMRS funds in the amount of \$14,084.00. M&A costs are to be subtracted from the amount allocated for the MMRS grant, if M&A is used by Subrecipient.

6. Equipment purchased hereunder will become the property of the “end user”. The “end user” is defined as the entity receiving equipment from the Subrecipient. Subrecipient agrees to maintain records of the location of the equipment acquired for the period of this agreement and maintain the equipment in good condition.
7. Commingling of federal grant funds under this agreement is prohibited.
8. During the term of this agreement, project or projects will not be approved, considered, or reimbursed until the Subrecipient applies for project or projects and their application is approved by the Grantor. An application must consist of a Proposal for Funding, Work Plan, and Budget Detail, and other project and funding details as necessary.

Grantor agrees:

1. To reimburse the Subrecipient within 45 days of receipt of reimbursement request from Subrecipient for authorized expenses and approved reimbursement requests that were incurred and are consistent with the Homeland Security Grant Program (HSGP) guidelines and federal and state regulations.
2. To provide technical assistance to the Subrecipient regarding grant guidelines, procedures, and federal and state regulations upon reasonable request by the Subrecipient.

Subrecipient agrees:

1. Subrecipient shall submit quarterly work plan, quarterly obligation, and semi-annual BSIR metrics update reports to the Grantor. The Subrecipient’s failure to meet reporting or expenditure deadlines as specified below may result in the freezing or redistribution of grant funds:

Quarter Ending	Reporting Period	Quarterly Obligations	Work Plans	BSIR Metrics
March 31	January 1 – March 31	April 5	April 15	
June 30	April 1 - June 30	July 5	July 15	July 15
September 30	July 1 – September 30	October 5	October 15	
December 31	October 1 – December 31	January 5	January 15	January 15

2. To comply with the “Special Conditions FY11”, Contractual Provisions Attachment, and Single Audit Certification Letter Attachment, which are included and attached to this agreement.
3. To adhere to monitoring requirements of the Grantor, as defined in “Special Conditions FY11.”
4. To expend all funds awarded pursuant to this agreement in compliance with the FFY 2011 Homeland Security Grant Program (HSGP) Guidelines under subsection 3 of “Special Conditions FY11.” In addition, any mobile or portable radio

equipment purchased must possess sufficient channel capacity to accommodate programming of national interoperability channels as mandated by the Statewide Interoperability Executive Committee (SIEC). Following the statewide interoperability channel standard set forth by the SIEC, the national interoperability channels will be programmed in radio equipment purchased with grant funding at the time of purchase.

5. The Subrecipient will defend, indemnify, hold harmless, and save the Grantor and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this agreement or any contract entered into under this agreement or any activities funded by this agreement performed by the Subrecipient or their employees, agents, or subcontractors.
6. The Subrecipient shall keep an inventory of all equipment acquired with grant funds provided by the Grantor.
7. The Subrecipient shall account for equipment sold or transferred.
8. To make reimbursement requests on a monthly basis, if any billable project costs have been incurred.
9. To be responsible for costs exceeding the total allocation in this agreement.

Failure of Subrecipient to comply with this agreement could result in penalties including, but not limited to, suspension of funds, termination of funds, and reimbursement to the Grantor of funds received by the Subrecipient. The Grantor may terminate this agreement upon written notice to the Subrecipient for failure to comply.

This agreement will be in effect once signed by all parties and will terminate on May 31, 2014.

Signatures:



December 9, 2011

Grantor Representative

Date

Subrecipient Representative

Date

Approved As To Form



Special Conditions FY11

1. The Subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, which can be found at:

http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfr13_00.html

2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110), which can be found at:

http://www.access.gpo.gov/nara/cfr/waisidx_05/2cfr215_05.html

3. 44 CFR part 10, Environmental Considerations, which can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfr10_00.html

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87), which can be found at:

http://www.whitehouse.gov/omb/circulars/a087/a87_2004.pdf

2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21), which can be found at:

http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a021/a21_2004.pdf

3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), which can be found at:

http://www.whitehouse.gov/omb/assets/omb/circulars/a122/a122_2004.pdf

4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations, which can be found at:

<https://www.acquisition.gov/far/current/html/Subpart%2031.2.html#wp1095552>

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, which can be found at:

<http://www.whitehouse.gov/omb/circulars/a133/a133.pdf>

2. The Subrecipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

3. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year (FY) 2011 Homeland Security Grant Program (HSGP) guidance and application kit, which can be found at:
http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf

4. Trafficking In Persons

A. Provisions applicable to a subrecipient that is a private entity.

1. You as the subrecipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

2. FEMA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a subrecipient other than a private entity. FEMA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:

- a. Associated with performance under this award; or
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided

in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any subrecipient.

1. You must inform Grantor/FEMA immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.

2. FEMA has the right to terminate unilaterally that is described in paragraph A.2 or B of this section:

a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)),
and

b. Is in addition to all other remedies for noncompliance that are available to FEMA under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

a. An individual employed by a subrecipient who is engaged in the performance of the project or program under this award; or

b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other

than one included in the definition of Indian Tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. Classified Security Condition

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award subrecipient has not been approved for and has access to such information.

C. Where an award subrecipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>

E. Immediately upon determination by the award subrecipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award subrecipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

6. National Environmental Policy Act (NEPA)

The subrecipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by Grantor/FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of Grantor/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify Grantor/FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding.

7. The Subrecipient agrees that federal funds received under this award will be used to supplement but not supplant state or local funds.

8. The Subrecipient shall be compliant with NIMS (National Incident Management System), as specified at: <http://www.fema.gov/emergency/nims/> and determined through the State Training Officer at the Kansas Division of Emergency Management (KDEM).

9. The Subrecipient agrees that it will ensure training is provided for equipment purchased with MMRS funds.

10. The Subrecipient agrees that equipment will only be purchased for the following first responder disciplines and only if those disciplines are included in the Local Emergency Operations Plan: Emergency Medical Services, Fire Service, Government/Administrative, HAZMAT, Health Care, Law Enforcement, Public Health, Public Safety Communications, Emergency Management, Public Works, Agriculture, Cyber Security and Non-Profit.

11. The Subrecipient agrees to expend grant funds in compliance with the KHP Homeland Security Grants Policy Manual, which shall be provided electronically by the Grantor.

12. The Subrecipient agrees to purchase only that equipment which is contained in the FFY 2011 Authorized Equipment List (AEL). The list can be found at: <https://www.rkb.us>

13. The Subrecipient shall comply with the enclosed State of Kansas Contractual Provisions Attachment.

Single Audit Certification Letter

RE: Subrecipient Audit Requirements of OMB Circular A-133

Agreement between Sedgwick County Health Department and the Kansas Highway Patrol (KHP) under the Homeland Security Grant Program (CFDA: 97.071) for the period ending May 31, 2014 for \$281,693.00 in MMRS grant funds. "MMRS" refers to the Metropolitan Medical Response System program.

Dear Homeland Security Grant Program Subrecipient:

The KHP is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the KHP to monitor our Subrecipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you check one of the following boxes, provide all appropriate documentation regarding your organization's compliance with the audit requirements, and sign/date the letter and return it to us as part of the Subrecipient's grant agreement with the KHP:

Name of Organization: _____

Federal Employer Identification Number (FEIN): _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ended [_____]. A copy of the audit report and a schedule of federal programs by major program are enclosed. If material exceptions were noted, please enclose a copy of the responses and corrective actions taken.
2. We expect our OMB Circular A-133 audit for fiscal year ended [_____] to be completed by [_____]. A copy of our audit report will be forwarded to the KHP within 30 days of receipt of the report.
3. We are not subject to Circular A-133 audit because:
 - We are a for-profit organization.
 - We expend less than \$500,000 in federal awards annually.
 - Other [please explain]: _____

Type or Print Name

Title

Date

Signature

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. 04-11), 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 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 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 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 of 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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 which 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 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."