

### **Contract Attachment No. 3**

**LOCAL AGENCY**                      Sedgwick County, Kansas

**PROGRAM**                              Public Health Emergency Preparedness (PHEP)

**TERM**                                      Until Rescinded

**AMOUNT**                                Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 3 are hereby incorporated into the KDHE Aid To Local Universal Contract (Universal Contract) and made a part thereof.

#### **STATE AGENCY AGREES TO:**

1.     Make payments for reimbursement of Preparedness related expenses to the Local Agency as follows:
  - a.     Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1, or upon processing of this Contract Attachment if later than July 1 of every year. If the total award amount for the program period is \$2,000.00 or less, the entire amount will be paid on or about July 1 of each year.
  - b.     Pay 12.5% of the fiscal year grant amount on or about October 1 of each year.
  - c.     Pay 12.5% of the fiscal year grant amount, less any unexpended grant funds from prior quarters, on or about November 15; February 15; and May 15 of each year. Such payments will be made upon receipt and acceptance of semi-annual Program Progress Reports supported by appropriate statistics showing satisfactory progress toward meeting outcome and process objectives, and quarterly Certified Expenditure Affidavit forms showing revenue collected from patient fees and third party pay and expenditures from grant and Local Agency matching funds.
  - d.     Pay 12.5% of the fiscal year grant amount on or about January 1 and April 1 of each year. Such payments will be made after an evaluation is made to determine if grant funds previously advanced have been expended in accordance with grant objectives.
2.     Forward to the Local Agency on or about July 1 of each year a copy of the Notice of Grant Award Amount and Summary of Program Objectives that contains the State Fiscal Year objectives.
3.     Provide technical assistance, as available, to any local agency not meeting program expectations or requesting such assistance.

#### **LOCAL AGENCY AGREES TO:**

4.     Submit a budget, on or about July 1, outlining projected expenditures for grant funds and Local Agency funds, which is to be approved by appropriate State Agency program staff, and is hereby incorporated in this Contract Attachment and made a part hereof. Failure to submit this budget may result in the withholding of future payments by the State Agency.

5. Submit to the State Agency, within fifteen (15) days after the end of each contractual period (July 1 through September 30; October 1 - December 31; January 1 through March 31; April 1 through June 30) of the Contract Attachment, Work Plan Progress/Fiscal Reports. Said reports will consist of the Certified Expenditure Affidavit and the Work Plan Progress Reports.
6. Maintain an inventory control system for tracking capital equipment and electronic devices as well as any medical and pharmaceutical caches.
7. Acknowledge as a condition of receiving funds, KDHE is required to verify that the recipient of such funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by checking the Excluded Parties List System (EPLS) maintained by the General Services Administration, obtaining a certification from the entity or by adding a clause or condition to the transaction. Sedgwick County Health Department hereby warrants that neither it, nor any of its principals, have been suspended, disbarred or otherwise excluded from receiving federal funds.
8. Acknowledge that as a condition of receiving preparedness funding, the local agency will undergo a risk assessment prior to the beginning of each new grant year. This risk assessment will be completed by KDHE Preparedness staff and correlates with greater sub-awardee monitoring and compliance requirements from the federal level. The process will include a series of financial, grant, and contract related questions that will be scored based on past local agency performance. Examples of questions include:  
*Has the local health department frequently been untimely in the drawdown of preparedness funds?*  
*Does the local health department submit work plan progress reports on or before the due date?*  
*Does the local health department provide accurate and complete documentation of work plan deliverables?*

The overall assessment score will be taken into account to determine if a local agency needs to be placed into a monitoring phase for the upcoming grant year and/or if further restrictions need to take place for poor performance and/or non-compliance. The three different phases include: Phase 1: Monitoring; Phase 2: Reduced Funding; and Phase 3: Cancellation of Preparedness Contract.

**IT IS MUTUALLY AGREED THAT:**

9. Tender and acceptance of the first payment of the fiscal year shall constitute formal acceptance of the terms of the program objectives, which shall be incorporated by reference in the Universal Contract.
10. Failure to comply with this Contract Attachment No. 3 may result in reduction of funds or cancellation of Contract Attachment No. 3.

Secretary: \_\_\_\_\_

Robert Moser, MD

Kansas Department of Health & Environment

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

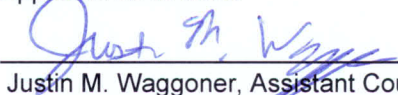
Sedgwick County, Kansas

Printed Name: James B. Skelton

Title: Chairman, Board of County Commissioners

Date: \_\_\_\_\_

Approved as to form:

  
Justin M. Waggoner, Assistant County Attorney

Effective 7/1/2013