



[governor@ks.gov](mailto:governor@ks.gov)

Office of the Governor

Sam Brownback, Governor

February 17, 2017

Dr. Timothy P. Rohrig  
Sedgwick County Regional Forensic Science Center  
1109 N. Minneapolis  
Wichita, KS 67202

Dear Dr. Rohrig:

Congratulations! On behalf of the Kansas Criminal Justice Coordinating Council, I am pleased to inform you that the grant award for the Federal Paul Coverdell National Forensic Sciences Improvement Act in the amount of \$25,000 has been approved for the Sedgwick County Regional Forensic Science Center. The grant project period for this grant award is January 12, 2017 to December 31, 2017.

Please review, sign, and return the attached Budget Summary Form with Budget Detail information. Please print a copy of the Grant Assurances following this letter. Read and initial each page and have the required individual sign it. The signed copy must be returned to the Kansas Governor's Grants Program (KGGP) by email to Kim Gerety or by mail to 900 SW Jackson Street, Room 304 North, Topeka, KS 66612-1220. These documents must be returned by **March 3, 2017**.

The Reporting Requirements also are attached. All reports are required to be submitted to the KGGP. The Reporting Requirements provide the procedures and instructions for managing the NFSIA grant award.

Lori Jensen is the agency's primary contact regarding the NFSIA grant program. She can be reached by email at Lori Jensen or by phone at 785-291-3205. Please do not hesitate to contact the KGGP if you have any questions.

Sincerely,

Shawn Cowing, Administrator  
Governor's Grants Program

**KANSAS CRIMINAL JUSTICE COORDINATING COUNCIL**  
**Federal Paul Coverdell National Forensic Sciences Improvement Act**  
**Grant Assurances for Fiscal Year 2017**

The subgrant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Paul Coverdell National Forensic Sciences Improvement Act (hereinafter "NFSIA") as established by the Federal Omnibus Crime Control and Safe Streets Act of 1968, Title I, §1001, as amended, P. L.106-561, codified as amended at 42 U.S.C. §3797(j) *et seq.* and amendments thereto, and awarded to the State of Kansas through Federal Award Number 2016-CD-BX-0044 on August 17, 2016, by the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice.

The funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Criminal Justice Coordinating Council (hereinafter "KCJCC"). The Kansas Governor's Grants Program (hereinafter "KGGP") serves as staff to the KCJCC for NFSIA administration and monitoring. The funds distributed shall be used for the implementation of forensic science improvement as allowed by 42 U.S.C. §3797(j) *et seq.* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal Paul Coverdell National Forensic Sciences Improvement Act is 16.742. This document contains information specific to this federal grant program.

The subgrant project awarded to **Sedgwick County Regional Forensic Science Center** (hereinafter "Subgrantee"), Unique Entity Identifier: **DUNS: 056577166**, is for the total amount of **\$25,000**.

The grant project number for this subgrant award is **17-NFSIA-02**. As stated in the Subgrantee application, the approved project description is:

To purchase equipment and supplies for the Toxicology and Firearms sections that will enhance productivity, impacting in a positive manner the case backlog and quality of services provided to the contributors to the SCRFSC.

With acceptance of this grant award, the Subgrantee assures to the following:

1. **AWARD PERIOD:** This grant award is for the period January 12, 2017 to December 31, 2017. The Subgrantee shall not allocate any expense made or incurred prior to January 12, 2017 or after December 31, 2017 to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses obligated on or before December 31, 2017, must be paid within 30 days following the end of the grant award period.
2. **APPROVED PURPOSES:** Grant project funds awarded as a result of the Subgrantee's grant application shall only be expended for the purpose approved by the KCJCC and in accordance with any terms and conditions the KCJCC or KGGP attaches to the grant award. The Subgrantee shall not use grant funds to supplant federal, state, or local funds that would otherwise be available for forensic science improvement.

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Grant funds shall not be used for any general law enforcement or non-forensic investigatory function, and shall not be used for research or statistical projects or activities. Grant funds shall not be used, either directly or indirectly, for fundraising projects, construction or renovation, and/or purchase of land. Grant funds shall not be used to lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized.

Grant funds shall be used exclusively for approved NFSIA activities and shall not be used to pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved NFSIA project. All expenditures shall be attributable to the NFSIA project.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the approved application was submitted. The terms and conditions of the NFSIA solicitation are hereby incorporated by reference into this award.
4. **COMPLIANCE WITH REGULATIONS, POLICIES, AND PROCEDURES:** The Subgrantee shall comply with all applicable state and federal laws and statutory and regulatory requirements including, but not limited to, provisions of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, the provisions of 28 C.F.R applicable to grants (including pts. 18, 22, 23, 30, 35, 38, 42, 61 and 63) and the award term in 2 C.F.R. §175.15(b), the Federal Program Guidelines for NFSIA, the NFSIA Program Guidelines and Reporting Requirements as established by the KCJCC and the KGGP, and the requirements of the U.S. Department of Justice, Office of Justice Programs (OJP) [Financial Guide](#) effective edition.

The Subgrantee shall comply with the Drug-Free Workplace Act of 1988, implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 57 Sections 67.615 and 67.620.

5. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal NFSIA or those set by the KCJCC or the KGGP. The Subgrantee understands and agrees that any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KCJCC or the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.
6. **DUNS and SAM:** The Subgrantee shall maintain a valid DUNS (Data Universal Numbering System) profile, managed at <http://www.dnb.com/us>. Further, the Subgrantee shall maintain an active registration status in the [U.S. System for Award Management \(SAM\)](#) for the duration of the grant award period.

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7. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP and/or KCJCC-sponsored training or technical assistance events as required by the KGGP or KCJCC.
8. **ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KCJCC and KGGP prescribe shall be employed to ensure fiscal control, proper management, and proper expenditure of grant project funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:
- (a) The Subgrantee shall keep records that segregate the grant project federal funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;
  - (b) The Subgrantee shall keep supporting documentation for all costs charged to this grant project. This includes requisitions, purchase orders, invoices, travel approvals, and other financial documentation for all paid expenses; the portion of the grant project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and
  - (c) The Subgrantee shall adhere to the applicable financial and administrative rules as referenced in the U.S. Department of Justice, OJP [Financial Guide](#) effective edition, and the applicable uniform (grants) administrative requirements, cost principles, and audit requirements set forth in the Federal Office of Management and Budget (OMB) Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#).
9. **ALLOWABLE COSTS:** The Subgrantee shall ensure that any and all costs allocated to the NFSIA project are consistent with the principles set out in the Federal OMB Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#), Subpart E, and those permitted by the grant program's authorizing legislation. Costs must be reasonable, allocable, and necessary to the grant project's success.
10. **INDIRECT COSTS:** The Subgrantee assures that any indirect cost rate applied to the NFSIA project will be approved by the KGGP prior to the application of such indirect costs against grant project expenditures. Further, the Subgrantee assures compliance with Section 200.414 of the Federal OMB Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#), Subpart E, and the applicable appendices.
11. **PROGRAM INCOME:** The Subgrantee agrees that revenues from fees charged for forensic science or medical examiner services as a direct result of this grant award constitutes program income (in whole or in part). Further, the Subgrantee assures that any and all program income that is generated as a direct result of this grant award shall be

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used to supplement the grant project, shall be utilized prior to the request for grant funds, and must be accounted for and used for the purposes under the conditions applicable for the use of this grant project. This includes following the applicable federal requirements, the U.S. Department of Justice, OJP [Financial Guide](#) effective edition and the Federal OMB Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#), Subpart D. Further, the receipt and expenditure of program income must be reported to the KGGP quarterly on a Program Income/Expenditure Report.

12. **AUDIT REQUIREMENTS:** The Subgrantee assures to comply with the applicable Federal OMB Uniform Guidance for Federal Awards, [2 C.F.R. Part 200](#), Subpart F, organizational audit requirements and the Single Audit requirements. The Subgrantee assures that the financial statements are or will be accessible by the public. Governmental subgrantees shall provide the KGGP specific instructions for accessing the entity's audit report(s) related to expenditure of these NFSIA funds.
13. **RECORDS:** The Subgrantee assures that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP or the KCJCC, as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least three years following the closeout of the grant award.

The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

14. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by NFSIA. The Subgrantee assures that, to the extent practicable, all equipment and products purchased with grant funds shall be American made; documentation of research for such products must be maintained by the Subgrantee.
15. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy and approved in the NFSIA grant project budget.
16. **PUBLICATIONS AND MATERIALS:** All issued statements, publicity releases, or other documents (written, visual, or sound) describing the funded grant projects, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

"This grant project is supported by subgrant number 17-NFSIA-02 awarded through the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice as

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administered by the Kansas Governor's Grants Program. The opinions, findings, conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice."

This condition also extends to NFSIA grant project funded website services, which must contain the above acknowledgement. However, the Subgrantee assures that any NFSIA grant project funded website services will also meet Grant Assurance #2 and not contain fundraising or solicitation information.

The Subgrantee assures that two copies of all materials published with grant project funds from this grant award shall be submitted to the KGGP at least 30 days prior to publication.

17. **TRAINING AND TRAINING MATERIAL:** The Subgrantee assures that any training or training materials developed by or delivered to Subgrantee staff with NFSIA funds, if approved in the NFSIA award and project budget, will adhere to the [OJP Training Guiding Principles](#). The Subgrantee shall submit two copies of all training information including training dates, agendas, and handout materials funded by this grant award to the KGGP at least 30 days prior to the training dates.
18. **COPYRIGHT:** The Office of Justice Programs reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal purposes:
  - (a) any work that is subject to copyright and was developed under this award, contract, or subcontract pursuant to this award; and
  - (b) any rights of copyright for which ownership was purchased by the Subgrantee or a contractor with support under this award.

In addition, the Subgrantee must obtain advance written approval from the KGGP and the Office of Justice Programs and must comply with all conditions specified by the KGGP and the Office of Justice Programs in connection with that approval before: 1) using award funds to purchase ownership of or a license to use a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

19. **PATENTS AND INVENTIONS:** The Subgrantee agrees the clauses at 37 C.F.R. section 401.14 will be applied to this grant award. Further, with respect to any subject invention in which the Subgrantee retains the title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
20. **EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The Subgrantee assures that it has formulated an equal employment opportunity plan (EEOP) if required by federal and

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state law. The Subgrantee assures that it has provided to the KGGP the name of a civil rights person who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

The Subgrantee assures that they have provided the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights with a current Federal Office of Civil Rights' [Certification Form](#). Documentation of this submission must be maintained by the Subgrantee and available to the KGGP for review upon request. The Subgrantee acknowledges that failure to submit an acceptable EEOP may result in suspension or termination of funding until such time as the Subgrantee is in compliance.

- 21. CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39; 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects; the Victims of Crime Act, 42 U.S.C. §10604(e); and The Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b).

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights.

- 22. EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion,

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religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

**23. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510, the Subgrantee certifies that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

**24. POLITICAL ACTIVITY:** The Subgrantee shall comply with all applicable federal and state statutes and regulations applicable to political activity restrictions and requirements, including, but not limited to, The Hatch Act, 5 U.S.C. §7321-7326, as amended; 5 C.F.R. Part 733 and 5 C.F.R. Part 734 subparts A-G; K.S.A. 75-2953; K.S.A. 25-4169a; and K.S.A. 75-2949f. Frequently asked questions regarding The Hatch Act can be found at <https://osc.gov/Pages/HatchAct-FAQs.aspx>.

**25. LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee shall not 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 the Federal Office of Justice Programs or the KGGP.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Subgrantee certifies that:

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- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Subgrantee shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions; and
- (c) The Subgrantee shall include the language of this certification in the award documents for all contracts entered into and shall certify and disclose accordingly.

26. **LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency that are eligible for assistance or services from any Subgrantee program assisted under NFSIA.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Person* at 67 C.F.R. 41455 (June 18, 2002) or [www.lep.gov](http://www.lep.gov).

27. **COMPUTER NETWORKS:** The Subgrantee assures that (a) NFSIA funds will not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
28. **TEXT MESSAGING:** The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and should establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
29. **HISTORIC PRESERVATION:** The Subgrantee assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470, Executive Order 11593, the Archeological and Historic Preservation Act of 1974, 16 U.S.C. §469(a-1) *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. §4321. The Subgrantee shall comply with all Federal, State, and local environmental

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laws and regulations applicable to the development and implementation of the activities to be funded under this award.

- 30. CATEGORICAL EXCLUSIONS:** The Subgrantee understands that the following activities will not be conducted either under the Office of Justice Programs Federal action or a related third party action:
- (a) New Construction;
  - (b) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (c) A renovation which will change the basic prior use of a facility or significantly change its size;
  - (d) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and
  - (e) Implementation of a program involving the use of chemicals.
- 31. GENERALLY ACCEPTED LABORATORY PRACTICES:** The Subgrantee shall use generally accepted laboratory practices and procedures, established by accrediting organizations or appropriate certifying bodies.
- 32. EXTERNAL INVESTIGATIONS:** The Subgrantee shall comply with all provisions of 42 U.S.C. §3797k(4) and amendments thereto, including, but not limited to, External Investigations requirements. Further, the Subgrantee shall make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations. The Subgrantee shall report to the KGGP on an annual basis 1) the number and nature of any such allegations; 2) information on the referrals of such allegations; 3) the outcome of such referrals; and 4) if any such allegations were not referred, the reason(s) for the non-referral.
- 33. DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- 34. INSURANCE:** The KCJCC shall not purchase any insurance against loss or damage to any personal property purchased with grant project funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.
- 35. ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP and/or KCJCC determine that the agency is a high-risk Subgrantee.

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36. **MISUSE OF GRANT FUNDS:** The Subgrantee understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.
37. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for NFSIA funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving NFSIA funds. Additional information can be found at [www.usdoj.gov/oig](http://www.usdoj.gov/oig). Potential fraud, waste, abuse, or misconduct must be reported to:
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| Office of the Inspector General<br>U.S. Department of Justice<br>Investigations Division<br>950 Pennsylvania AVE, N.W.<br>Room 4706<br>Washington, DC 20530<br>Email: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a><br>Hotline: 800-869-4499<br>Hotline Fax: 202-616-9881 | AND Kansas Governor's Grants Program<br>Landon State Office Bldg, Room 304 North<br>900 SW Jackson Street<br>Topeka, KS 66612-1220 |
|--|--|
38. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unobligated grant funds on hand within 10 business days after the final Financial Status Report is due.
39. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KCJCC may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
40. **RIGHT TO TERMINATE:** The KCJCC and/or the KGGP reserve the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KCJCC and/or the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
41. **CORRESPONDENCE AND REPORTS:** Grant Assurances shall be signed, scanned, and emailed to [Kim Gerety](#) or mailed to the **Kansas Governor's Grants Program**,

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**Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220.** All other correspondence, reports, and documentation required by this grant shall be submitted by email to [Lori Jensen](mailto:Lori.Jensen@ks.gov), by fax at 785-291-3204, or by mail to the KGGP address above.

**42. SPECIAL CONDITION(S):**

- (a) A Subgrantee that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved NFSIA grant project is assumed by the partnering/contractual entity, will be responsible for assuring that compliance with Grant Assurance requirements is met by the partnering/contractual entity.
- (b) The Subgrantee shall comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Details related to this prohibited conduct related to trafficking in persons condition are posted at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- (c) The Subgrantee shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the appropriate authorized agency to receive such information.
- (d) The Subgrantee shall comply with 41 U.S.C. §4712 and shall not discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subgrantee shall inform its employees, in writing, of employee rights and remedies under 41 U.S.C. §4712.
- (e) The Subgrantee shall comply with all applicable restrictions on the use of these federal NFSIA grant project funds set out in federal appropriations statutes. Pertinent restrictions and general provisions are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>.
- (f) The Subgrantee shall submit supporting financial documentation with each month's Financial Status Report. The required documentation shall include receipts, purchase orders, invoices, payment vouchers, contracts, employee expense reports, etc. Failure to submit the supporting documentation could result in the interruption or suspension of the grant award.

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43. **SIGNATURE:**

*As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.*

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Signature of Authorized Certifying Official

Date

---

Type or Print Name of Authorized Certifying Official

---

Title

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Address (Street, City, State, Zip Code)

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