

**COVID-19 SMALL HOSPITAL IMPROVEMENT PROGRAM
PARTICIPATION AGREEMENT**

HOSPITAL: _____
CITY: _____
DUNS NUMBER: _____
GRANT AMOUNT: \$83,612.88* – *If all deliverables are met
AGREEMENT PERIOD: APRIL 1, 2020 through SEPTEMBER 30, 2021
KHERF STAFF CONTACT: Jennifer Findley, ship@kha-net.org, (785) 233-7436
CEO: _____ (Name)
_____ (Email)
_____ (Phone)

COVID-19 SHIP CONTACT: _____ (Name)
_____ (Email)
_____ (Phone)

This Agreement is entered into this **4th day of June 2020** (Effective Date) by and between the Kansas Hospital Education and Research Foundation (KHERF), a non-profit corporation located at 215 SE 8th Street, Topeka, Kansas 66603, and _____ (Hospital) located at _____ (Street), _____ (City), Kansas _____ (Zip).

The Kansas Department of Health and Environment (KDHE) receives funds from the Federal Office of Rural Health Policy, U.S Department of Health and Human Services to administer the COVID-19 Small Hospital Improvement Program (SHIP) – CFDA 93.301.

KDHE through its Bureau of Community Health Systems in cooperation with KHERF desires to help rural communities support sustainable health care delivery systems and to ensure access to services in rural Kansas; and,

Through the COVID-19 SHIP, KDHE and KHERF are able to assist small rural hospitals, hospitals with fewer than 50 beds, in preventing, preparing for and responding to the Coronavirus-related (COVID-19) public health emergency.

A. It is mutually agreed that:

1. KHERF serves as the contracting agent for KDHE, the federal grantee for COVID-19 SHIP grant funds. **Funding for this Agreement is contingent upon the availability of federal funds in the State Treasury and the federal authorization to expend those funds.**
2. All reports submitted to KHERF related to this grant need to be sent electronically to ship@kha-net.org.

3. KDHE maintains all federal and/or state regulatory responsibilities for the COVID-19 SHIP. KDHE will provide guidance and recommendations to Hospital regarding requirements consistent with this Agreement.

B. Hospital agrees:

1. To meet all deliverables as outlined and to provide information to KHERF and/or KDHE related to the attainment of federal performance measures upon request.
2. To expend all funds in accordance with the COVID-19 SHIP grant guidance pursuant to the Coronavirus Aid, Relief and Economic Security (CARES) Act (P.L. 116-136). Funds may be used to pay for activities to ensure hospitals are safe for patients; to detect, prevent, diagnose and treat COVID-19 and maintain operations with dates of service from **1-20-20 through 9-30-21. Hospital must provide proof of actual expenditures made as part of this program.** Failure to expend all funds in qualified areas could result in forfeiture of funds.
3. To not use grant funds for costs that are reimbursed or compensated by other federal or state programs that provide for such benefits including, but not limited to, the Small Business Administration's Paycheck Protection Program, the \$100 Billion in the Public Health and Social Services Emergency Fund, unemployment compensation and the Assistant Secretary for Preparedness and Response Hospital Association COVID-19 Preparedness Response and Activities Program.
4. To submit information related to COVID-19 activities and preparedness when requested.
5. To submit COVID-19 SHIP expense and activity reports no later than 10-15-20, 3-15-21 and 9-30-21.
6. That failure to meet grant deliverables will result in Hospital's grant funds being re-directed at the discretion of KDHE and KHERF.
7. That payments may be withheld and/or refunds requested for any previous period in this grant year, if any required Program/Fiscal Reports have not been received or if the program requirements/objectives are not met as specified in this Agreement.
8. To provide a contact person's name and information to serve as COVID-19 SHIP contact for KHERF and KDHE. Hospital must provide KHERF written information with new contact name and/or information for any changes within thirty (30) days of said change.
9. To comply with Federal equipment purchasing requirements (45 CFR Part 75.320) which includes for all equipment purchases of \$5,000 or more use a competitive process and submission of a tangible personal property report.
10. To comply with the terms of the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections and the Non-Debarment Certification and Warranty provisions. (Appendix A).
11. To comply with the public policy requirements applicable to subrecipients of HHS awards (<https://www.hrsa.gov/sites/default/files/grants/hhsgrantspolicy.pdf> pages II-2 to II-24).
12. That funds received are federal grant funds and subject to the uniform cost principles and audit requirements for all federal awards established by the Office of Management and Budget.

13. To allow access, upon written request, to the Secretary of KDHE and Legislative Post Audit, to any documents or records necessary to certify compliance with this Agreement, Kansas Legislative appropriations, Kansas statutes and the Federal Grant Acts and Regulations.

C. KHERF Agrees:

1. To provide information to Hospital as to the reporting requirements of the Agreement, including providing necessary forms for reporting.
2. To serve as a resource for information and assistance as needed.
3. To reimburse Hospital in four payments upon completion of each milestone as referenced below.

Milestone 1: Submission of Participation Agreement and proof of an active System for Award Management (SAMS) account, due June 30, 2020. **Payment amount: \$20,000.00**

Milestone 2: Submission and approval of COVID-19 SHIP expense and activity report, due October 15, 2020. **Payment amount: Reimbursement of any expenses incurred over \$20,000**

Milestone 3: Submission and approval of COVID-19 SHIP expense and activity report, due March 15, 2021. **Payment amount: Reimbursement of any expenses incurred since last report**

Milestone 4: Submission and approval of COVID-19 SHIP expense and activity report, due September 30, 2021. **Payment amount: \$5,000 plus reimbursement of any expenses incurred since last report (not to exceed a cumulative total of \$83,612.88).**

D. This Agreement shall be interpreted in accordance with, and the performance thereof governed by, the laws of the State of Kansas without giving effect to its conflict of laws provisions. Shawnee County, State of Kansas shall be the sole and exclusive venue for any litigation, proceeding or other action which may be brought or arise out of or in connection with this Agreement.

E. In case one or more of the provisions of this Agreement or any application thereof shall be deemed invalid, unenforceable, or illegal, the validity, enforceability, and illegality of the remaining provisions and any other application thereof shall not be affected.

F. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter stated in this document and to fully and finally set forth the entire agreement between the parties. No modifications to this agreement shall be in effect or binding unless stated in writing and signed by both parties.

Notices: Any and all notices, requests or other communications as are required or permitted in or by any provision of this Agreement shall be in writing and may be delivered personally or by certified mail directed to Jennifer Findley, KHERF, 215 SE 8th Avenue, Topeka, KS 66603 and, if sent by certified mail, shall be deemed to have been delivered when deposited, postage prepaid.

IN WITNESS THEREOF, this Agreement has been executed by the parties and is in effect as of the Effective Date first above written, notwithstanding actual execution on a different date.

Kansas Hospital Education and Research Foundation

Hospital

Jennifer Findley, Executive Director

Printed Name and Title

Signature

Date

Date

Appendix A

COMPLIANCE WITH THE "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage 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) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

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 requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

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", 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 of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 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.