

**SMALL HOSPITAL IMPROVEMENT PROGRAM COVID-19 TESTING AND MITIGATION PARTICIPATION AGREEMENT**

HOSPITAL: \_\_\_\_\_  
CITY: \_\_\_\_\_  
DUNS NUMBER: \_\_\_\_\_  
GRANT AMOUNT: \$257,366.55\* – \*If all deliverables are met  
AGREEMENT PERIOD: JULY 1, 2021 through DECEMBER 31, 2022  
HEALTHWORKS STAFF CONTACT: Jennifer Findley, [ship@kha-net.org](mailto:ship@kha-net.org), (785) 233-7436  
CEO: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Phone)  
  
COVID-19 SHIP CONTACT: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Email)  
\_\_\_\_\_ (Phone)

This Agreement is entered into this **24<sup>th</sup> day of September 2021** (Effective Date) by and between the Healthworks KHA Foundation, Inc. (Healthworks), a non-profit corporation located at 215 SE 8<sup>th</sup> 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 Small Hospital Improvement Program (SHIP) COVID-19 Testing and Mitigation grant – CFDA 93.301.

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

Through the SHIP COVID-19 Testing and Mitigation grant, KDHE and HEALTHWORKS are able to assist small rural hospitals, hospitals with fewer than 50 beds, in responding to the Coronavirus-related (COVID-19) public health emergency.

A. It is mutually agreed that:

1. HEALTHWORKS serves as the contracting agent for KDHE, the federal grantee for SHIP COVID-19 Testing and Mitigation 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 HEALTHWORKS related to this grant need to be sent electronically to [ship@kha-net.org](mailto:ship@kha-net.org).
3. KDHE maintains all federal and/or state regulatory responsibilities for the SHIP COVID-19 Testing and Mitigation grant. 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 HEALTHWORKS and/or KDHE related to the attainment of federal performance measures upon request.
2. To expend all funds in accordance with the SHIP COVID-19 Testing and Mitigation grant guidance pursuant to the American Rescue Plan Act of 2021 (P.L. 117-2). Funds may be used to pay for activities to increase COVID-19 testing efforts, expand access to testing in rural communities and expand the range of mitigation activities to meet community needs with dates of service from **1-1-21 through 12-31-22. 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 SHIP COVID-19 Testing and Mitigation grant expense and activity reports no later than 1-15-22, 4-15-22, 7-15-22, 10-15-22 and 1-15-23.
6. That failure to meet grant deliverables will result in Hospital's grant funds being re-directed at the discretion of KDHE and HEALTHWORKS.
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 HEALTHWORKS and KDHE. Hospital must provide HEALTHWORKS 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. HEALTHWORKS 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 five payments upon completion of each milestone as referenced below.

**Milestone 1:** Submission and approval of SHIP COVID-19 Testing and Mitigation expense and activity report, due January 15, 2022. **Payment amount: Reimbursement of any expenses incurred**

**Milestone 2:** Submission and approval of SHIP COVID-19 Testing and Mitigation expense and activity report, due April 15, 2022. **Payment amount: Reimbursement of any expenses incurred since last report**

**Milestone 3:** Submission and approval of SHIP COVID-19 Testing and Mitigation expense and activity report, due July 15, 2022. **Payment amount: Reimbursement of any expenses incurred since last report**

**Milestone 4:** Submission and approval of SHIP COVID-19 Testing and Mitigation expense and activity report, due October 15, 2022. **Payment amount: Reimbursement of any expenses incurred since last report**

**Milestone 5:** Submission and approval of SHIP COVID-19 Testing and Mitigation expense and activity report, due January 15, 2023. **Payment amount: Reimbursement of any expenses incurred since last report (not to exceed a cumulative total of \$257,366.55).**

- 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, HEALTHWORKS, 215 SE 8<sup>th</sup> 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.

**Healthworks KHA Foundation, Inc.**

\_\_\_\_\_  
**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.**