Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.

AGENDA

BOARD OF FRANKLIN COUNTY COMMISSIONERS
Wednesday, June 29, 2016 | 8:30 a.m.

TO BE HELD IN THE ANNEX COMMISSION CHAMBERS

A. **CALL TO ORDER**

B. **ROLL CALL:**
☐ Waymire ☐ Howard ☐ Dunn ☐ Harris ☐ Renoud

C. **PLEDGE OF ALLEGIANCE**

D. **INVOCATION:**

1. Invocation Led By Rev. Lori Stevens, Richter United Methodist Church, Richter, Kansas.

E. **CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

F. **PUBLIC COMMENT:**
A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under **'Public Comment'** may become agenda items at a later date**.**

G. **CONSENT AGENDA:**
Items listed on the **'Consent Agenda'** are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the **'Consent Agenda'** and placed on the regular agenda **'Items of Business.'**

1. Consider And Approve Franklin County Minutes For June 15, 2016 And Commission Study Session For June 27, 2016.

2. Consider And Approve Claim Vouchers And Tax Change Orders.

3. Consider And Approve Payroll For The Pay Period Of May 21, 2016 Through June 20, 2016.

4. Consider Approving Applying For 2018 Off-System Bridge Program For Bridge #17.6-20.0 Located On Texas Road Between Sand Creek And Pawnee Roads. James M. Haag, Jr., Public Works Director

   Documents:

   2018 off-system bridge program cv.pdf
   2018 off-system bridge program tworks scan.pdf

5. Consider And Approve Change Order #1 To The Jackson Road Bridge Project In The Amount Of $78,204.68. James M. Haag, Jr., Public Works Director

   Documents:

   2016 0629 pw change order 1 jackson road bridge project cover.pdf
   2016 0629 pw cfs jackson road bridge project.pdf

6. Consider And Approve KDHE Maternal And Child Health/Family Planning Grant Contracts. Midge Ransom, Health Department Director

   Documents:

   2016 0629 hd maternal and child health-family planning grants cover sheet.pdf
   2016 0629 hd kdhe aid to local program universal contract.pdf
   2016 0629 maternal and child health grant.pdf
   2016 0629 hd family planning grant.pdf

7. Consider And Approved Kansas Health Foundation Assessment And Capacity Building Grant For Food Policy Council. Midge Ransom, Health Department Director

   Documents:

   2016 0629 fpc assessment grant cover.pdf
   2016 0629 hd fpc request for proposals.pdf

8. Consider And Approve Participation In The Emergency Management Performance Grant Program. Alan Radcliffe, Emergency Management Director

   Documents:

   2016 0629 em emergency management performance grant program cover.pdf
   2016 0629 em empg handbook.pdf
   2016 0629 em empg program application.pdf

H. **ITEMS OF BUSINESS:**

1. Approve RMH Board Of Trustees Member Recommendation. Matthew M. Heyn, Chief Executive Officer

   Documents:

   2016 0629 rmh cv.pdf

2016 0629 ransom memorial hospital trustee.pdf

2. Receive Presentation From Play Taskforce For Teen Playground Request. Fonda Rose, Play Taskforce Chair

   Documents:

   2016 0629 city of ottawa teen park funding request - agenda cover sheet.pdf
   2016 0629 city of ottawa teen park funding request.pdf
   teen park - rotary june 16.pptx.pdf

3. Receive Presentation On The Non-Competitive Heritage Grant Program For Franklin County Historical Society. Jim Ogle, Freedom's Frontier National Heritage Area Executive Director

   Documents:

   2016 0629 heritage grant cv.pdf
   2016 0628 support letter from nancy thellman for franklin county.pdf
   2016 0628 non-competative heritage grant list.pdf
   2016 0628 freedoms frontier backgroup documents.pdf

I. **STAFF REPORTS**

J. **COMMISSIONER COMMENTS AND BOARD REPORTS**

K. **CONSIDER A MOTION FOR ADJOURNMENT**

L. **INFORMATION AND ANNOUNCEMENTS:**

1. UpComing Events
   - Franklin County Offices Closed July 4, 2016 in Observance of Independence Day.
   - Commission Meeting on July 6, 2016 at 8:30 A.M.
   - Commission Study Session on July 11, 2016 at 8:30 A.M.
   - Commission Meeting on July 13, 2016 at 8:30 A.M.
   - Commission Meeting on July 20, 2016 at 8:30 A.M.
   - Joint City/County/School Board Luncheon on July 20, 2016 at USD 290 at Noon.
   - Commission Study Session on July 25, 2016 at 8:30 A.M.
   - Commission Meeting on July 27, 2016 at 8:30 A.M.

Franklin County
Agenda Cover Sheet

To:	Franklin County Board of County Commissioners
From:	James M. Haag, Jr.
Department:	Public Works
Date:	Wednesday, June 22, 2016

AGENDA ITEM NARRATIVE

Consider approving applying for 2018 Off-System Bridge Program for Bridge #17.6-20.0 located on Texas Road between Sand Creek and Pawnee Roads.

BACKGROUND

KDOT has issued a call for projects for the 2018 Off-System Bridge Program which begins October 1, 2017. Bridge #17.6-20.0 is at field check plan stage and is a viable candidate for the program. The program provides 80% of the eligible items up to $1,000,000. The local share of 20% of construction and construction engineering and 100% of the design, right of way acquisition, utility relocation and any other non-participating costs. The local match for construction and construction engineering is estimated to be $104,832.00

SPECIFIC ACTION REQUESTED

Motion approving applying for 2018 Off-System Bridge Program for Bridge #17.6-20.0 located on Texas Road between Sand Creek and Pawnee Roads.

ATTACHMENTS

Application and BLP Memo 16-02

Kansas Department of Transportation

Local Off-System Bridge Program

T WORKS

Federal Fiscal Year: 2018

Submittal Date: Jun 14, 2016

1. General Applicant Information

a. Name of Local Public Agency (LPA): Franklin County

b. Name and title of primary contact person: Jim Haag, Public Works Director

Should be an elected official or employee of the LPA

Address: 1428 S. Main, Ste. 5, Ottawa, KS 66067

Phone Number: 785-229-3550

email: jhaag@mail.franklincoks.org

2. Project Location and Description - *Attach additional sheets as necessary*

Project Location: 1.0 miles east and 3.4 miles south of LeLoup

Project Length (miles): 0.15

Project Scope (description of work: replacement, rehabilitation, etc): Replace existing 30.2' Steel Beam Structure that has a 13.8' roadway

NBI (15 digit) Structure Number: 000301057004864

LPA Bridge ID: 17.6-20.0

3. Estimated Cost of the Project - (Current Year)

a. Construction	$420,000.00
b. Construction Engineering	$60,000.00
c. Inflation Amount [(a+b) x 0.092]	$44,160.00
d. Total Estimated Cost [(a+b+c)]	$524,160.00
e. Federal Fund Amount [(a+b+c) x 0.80] (If >$1,000,000.00 then use $1,000,000.00)	$419,328.00
f. Local Match [(d-e)]	$104,832.00

5. Coordination Information

Please include a brief summary of the stage of development for this project.
If a project number was previously assigned please provide it here.

Project has been surveyed and is at Field Check Stage

Attachment Checklist

a. Project Map

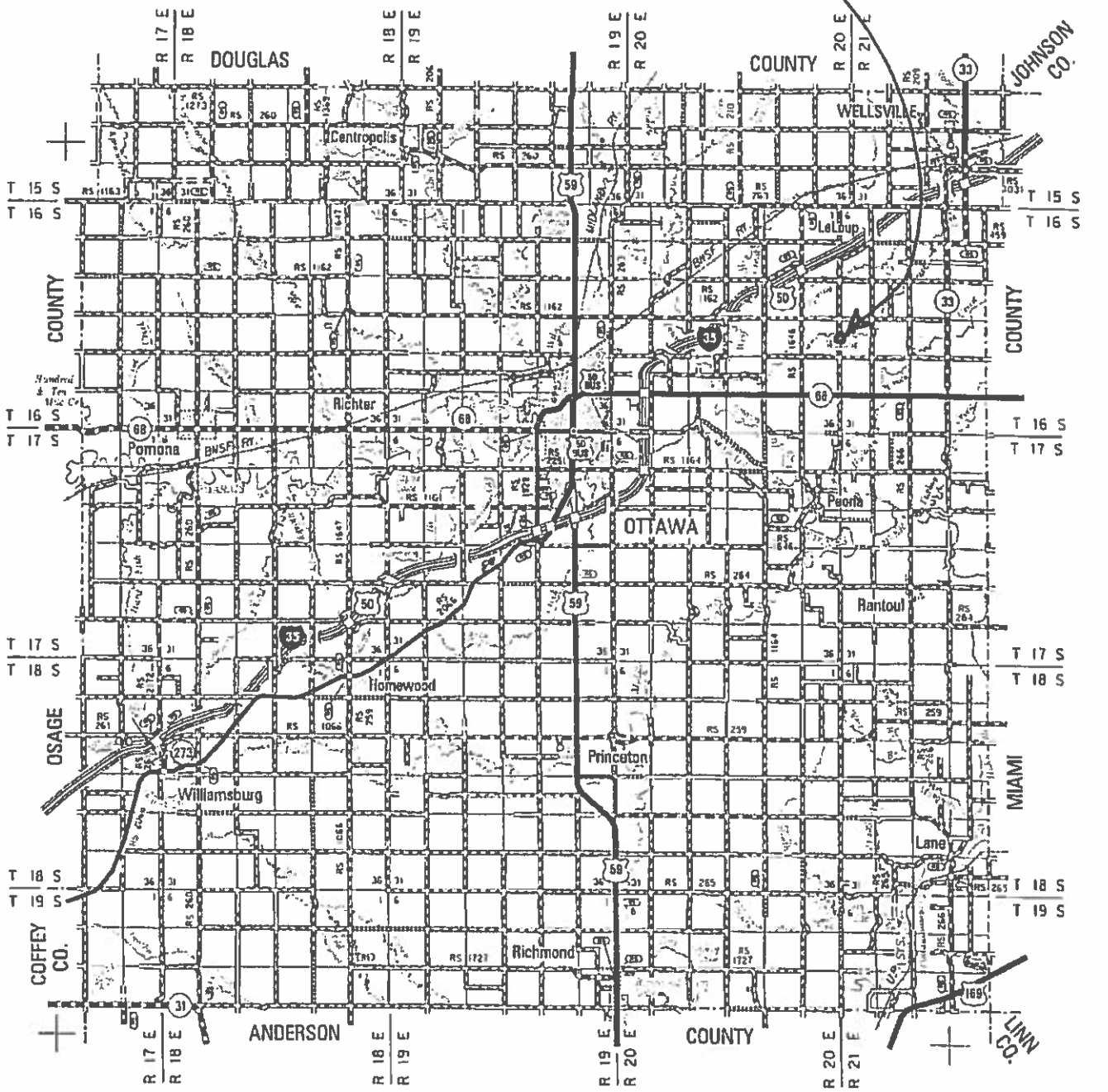
Submit Application by mail to:

Kansas Department of Transportation
Bureau of Local Projects
Eisenhower State Office Building
700 SW Harrison, 10th Floor
Topeka KS 66603-3745

Complete applications may also be emailed to lpeplans@ksdot.org. To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at 785.296.3861.

Submit by Email

Project Location



LEGEND

ROADS AND ROADWAY FEATURES

Primitive Road (Type A)
Unimproved Road (Type B)
Graded and Drained Road (Type C)
Gravel or Stone Road — Graded and Drained (Type E-1)
Paved Road
Low Type (Type F, G-1, H-1)
(Type G-2, H-2, I, J, K, L)
Divided Highway
Highway With Full Control of Access and Interchange

ROAD SYSTEM DESIGNATION

Rural Secondary System — RS
Interstate Numbered Highway — 70
U. S. Numbered Highway — 40
State Highway System or State Numbered Highway — 20
End of Designated System or Marked Route — 36
Kansas Turnpike Authority — KTA, 187

NATIONAL PROJECTION

KEY TO COUNTIES

RS SYSTEM REVISED TO SEPTEMBER 16, 1997

GENERAL HIGHWAY MAP

FRANKLIN COUNTY
KANSAS

PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH THE
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE IN MILES

SCALE IN KILOMETERS

1997

COMPUTER GENERATED

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Mike King, Secretary
Ronald J. Seitz, P.E., Chief

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org
Sam Brownback, Governor

BLP Memo 16-02

Date: May 26, 2016

To:: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public Works Directors and Consultants

From: Ronald J. Seitz, P.E., Chief
Bureau of Local Projects

Subject: OFF-SYSTEM BRIDGE PROGRAM - FEDERAL FISCAL YEAR 2018

The Kansas Department of Transportation (KDOT) is issuing a call for projects for its Off-System Bridge Program. Projects selected will be programmed for letting in Federal Fiscal Year (FFY) 2018, which begins October 1, 2017.

Federal law and regulations require that a specific portion of a state's apportionment of Surface Transportation Program (STP) funds be used for replacement or rehabilitation of eligible bridges located on roads that are not on the federal-aid system. To comply with this requirement, KDOT has established the Off-System Bridge Program. The federal funds for this program, approximately $8 million annually, are set aside prior to distribution of the remaining apportionment to Local Public Agencies (LPAs). KDOT will cap the federal funds awarded for this program at one million dollars per project. The program is competitive and funds are awarded through an application process. Projects will be selected for the FFY 2018 program from the applications received from this announcement.

ELIGIBILITY –

- The bridge must be located on a road functionally classified as a rural minor collector, rural local, or urban local.
- The bridge must have a current NBI inspection report.

PARTICIPATION - This is a Federal Program and the participation will be 80 percent (80%) federal (up to $1M) and 20 percent (20%) local for Construction and Construction Engineering. The local agency will be responsible for any Construction and Construction Engineering cost over the $1M maximum as well as 100 percent (100%) of the design, right of way acquisition, utility relocation, and any non-participating cost.

LOW-COST BRIDGE OPTION – Low-cost bridge design options will be allowed if the following conditions are met:

1. The bridge is located on a road functionally classified as a Local Road.
2. Traffic volume is less than or equal to 50 vpd.
3. The approach roadway is a two-wheel path road.
4. Roadway surface on approaches is gravel, sand or dirt.
5. Maximum length of bridge is 50 feet.
6. The new structure shall be no less than 24 ft. wide
7. Bridge is not located on or adjacent to a curve or intersection.
8. A Type 3 object marker shall be installed at each end of the bridge rails.

PROCEDURE - Interested Officials may submit an application to the Bureau of Local Projects for consideration for the Off-System Bridge Program. To be considered for a FFY 2018 Off-System Bridge Project you must adhere to the following procedures:

1. Completely fill out the attached Application form. Form is also available on-line at: http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burLocalProj/Forms/1332_Off_System_Bridge_APP.pdf
2. Attach a map of the location.
3. Submit all documents by the July 29, 2016 deadline.

TIME AND CYCLE - Proposals for the FFY 2018 program must be submitted to the Kansas Department of Transportation and postmarked by July 29, 2016. Electronic submissions will be accepted and may be sent to Lpeplans@ksdot.org or faxed to (785) 296-2079. Hard copies can be mailed to KDOT, 700 SW Harrison St., Bureau of Local Projects 3rd Floor West Wing, Topeka, KS 66603-3745. We anticipate the announcement of the approved projects by the end of September 2016. After this announcement, the LPA's will be required to process a Request for Construction Project (KDOT Form 1302). A schedule will be developed after receipt of the KDOT Form 1302 in order to advance the project to a timely bid letting.

CONTACT PERSON – If further information is needed to complete the application, please contact Kent Anschutz at (785) 296-0263, FAX (785) 296-2079 or by email at: kenta@ksdot.org. This program information is also available in the ***Local Program Opportunities Guide*** located at http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burLocalProj/BLPDocuments/LPOGuide2015.pdf.

Sincerely,

Ronald J. Seitz P.E., Chief
Bureau of Local Projects

c: Director, Division of Engineering and Design
Norm Bowers, P.E., Kansas Association of Counties

Franklin County
Agenda Cover Sheet

To:	Franklin County Board of County Commissioners
From:	James M. Haag, Jr.
Department:	Public Works
Date:	Wednesday, June 29, 2016

AGENDA ITEM NARRATIVE

Consider approving Change Order #1 to the Jackson Road Bridge Project in the amount of $78,204.68

BACKGROUND

The Contractor encountered unstable material at the S.E. corner of the new structure. The Contractor began excavating the material and hauling it off the job site. It became apparent that stabilization using rip rap would be necessary. The additional quantities are shown in the Change Order #1 which are attached.

SPECIFIC ACTION REQUESTED

Motion to approve Change Order #1 to the Jackson Road Bridge Project in the amount of $78,204.68.

ATTACHMENTS

Letter, photos & Change Order #1

CFS ENGINEERS
cfse.com

One Vision. One Team. One Call.

2930 SW Woodside Drive
Topeka, Kansas 66614
(785) 272-4706 Office
(785) 272-4736 Fax

cfse.com

Other Offices:
Kansas City, Kansas
Lawrence, Kansas
Kansas City, Missouri
Branson, Missouri
Springfield, Missouri
Jefferson City, Missouri

June 20, 2016

Franklin County Public Works
1428 S. Main, Suite 5
Ottawa, KS 66067-3547

Attn: James M. Haag, Public Works Director

Re: Jackson Bridge Project
Br. No. 10.0-8.1
Franklin Co. 30C-4735-01
CFS No. 15-5207

Dear Jim:

During the excavation for construction of the above noted project, as discussed at Pre-Con, we came across unsuitable material below the flowline and along the south end/wing area of the box.

After discussions, it was decided to remove the unsuitable material. The unsuitable material had the consistency of a soft pudding to the extent that we wondered how the existing structure and roadway stayed stable. After removing the amount of unsuitable material shown on the enclosed table, a 10' long tree could still be pushed full length into the material. Seeing this, it was determined to add stabilization rip-rap/rock and cap it with a flowable fill/seal course as a way of bridging over the material. During placement, the stabilization material/rock continued to sink/disappear into the unsuitable material. The area finally stabilized after the use of the material shown on the enclosed list. We have included in the enclosed list additional concrete stabilization material (24 Cu. Yds.) to aid in placing of the future backfill.

While this is a considerable overrun, we think there was no way to avoid it due to the amount and consistency of the unsuitable material found on this site.

As a sign of goodwill, CFS Engineers will waive our construction inspection fee so that Franklin County can apply it toward the overrun. While we do not think we were at fault for the overrun, we think this is the correct thing for us to do.

Kenneth M. Blair, P.E.
Chairman

Robert S. Chambers, P.E.
President-Treasurer

Sabin A. Yañez, P.E.
Senior Vice President-Secretary

Kevin K. Holland, P.E.
Vice President

Daniel W. Holloway, P.E.
Vice President

Charles C. LePage, P.E.
Vice President

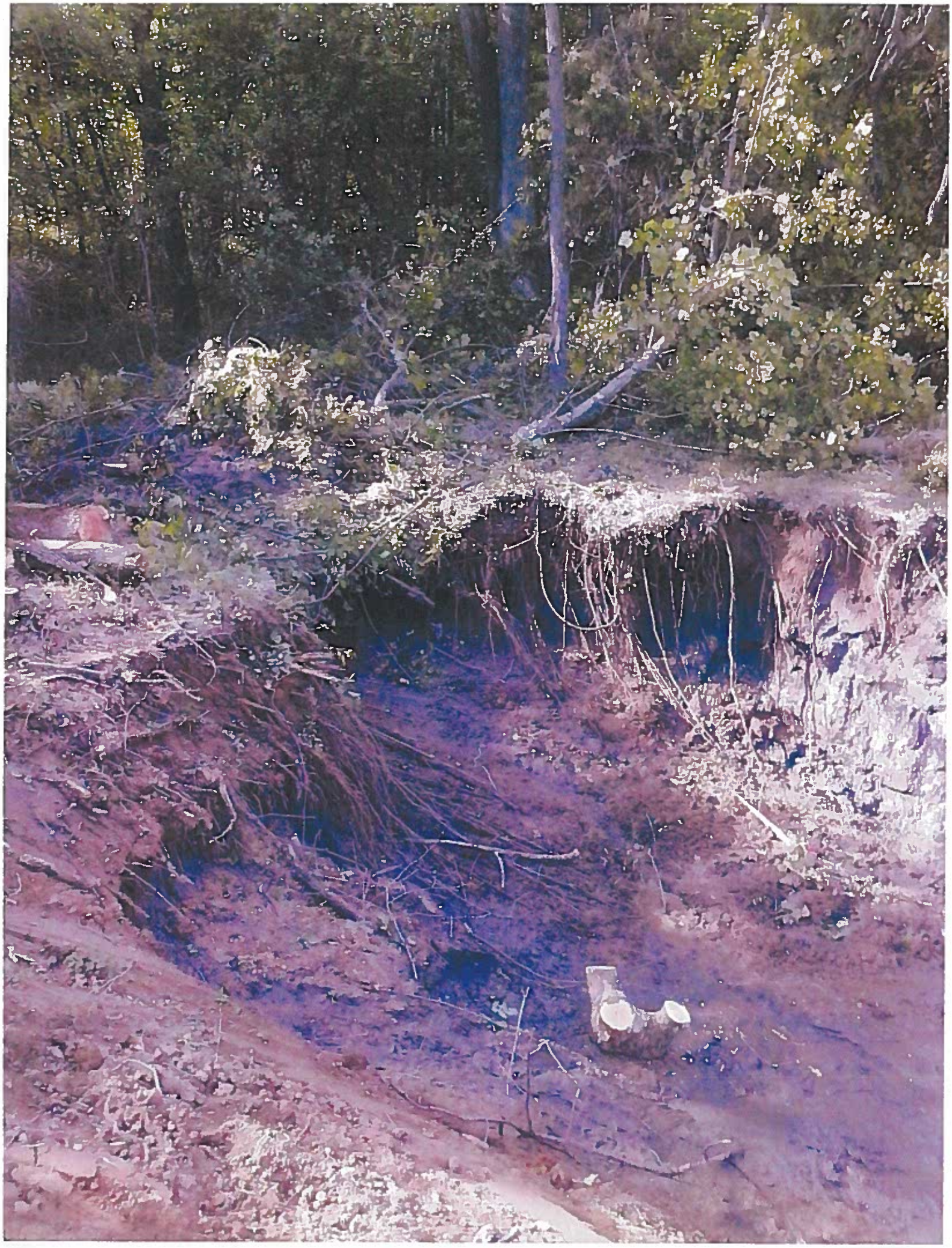
Lance W. Scott, P.E.
Vice President

Associates:
Aaron Gaspers, P.E.
Mike Morrisey, P.E.
Gene Peterson, P.E.
Todd Polk, P.E.
William Stafford, P.E.
Richard Walker, P.E.
Lucas Williams, P.E.

Respectfully,
Cook, Flatt & Strobel Engineers, P.A.

Robert S. Chambers

Robert S. Chambers, P.E.



CHANGE ORDER
For
Change in Plans and Construction

Contract No. CF&S No. 15-5207 Change Order No. 1

Description Franklin Co.-Bridge Replacement Br. No. 30 C 4735-01

Contractor: Bryan-Ohlmeier Const. Co. Inc. Address: 911 N Pearl, Paola, KS 66071

EXPLANATION OF CHANGES:
See attached page.

Contract Quantity Revisions

Net Qty. Change (+/-)	Item No.	Item of Work	Contract Qty.	Revised Qty.	Contract Unit Price	Revised Unit Price	Amount (+ or -)
-41 cy	11	Foundation Stabilization	41	0	$50.00	N/A	-$2,050.00
-1 cy	12	Concrete for Seal Course (SET)	1	0	$175.00	N/A	-$175.00
+1980 cy	23	Comm.Exc. (UNSUITABLE)	0	1980	N/A	$15.00	$29,700.00
+389 cy	24	Found. Stab. (Shot Rock)(24")	0	389	N/A	$50.00	$19,450.00
+95.92 cy	25	Found. Stab. (Rip Rap)(24")	0	95.92	N/A	$54.00	$5,179.68
+140 cy	26	Seal Course (Rigid Flow. Fill)	0	140	N/A	$165.00	$23,100.00
+24 cy	27	Seal Course (Concrete)	0	24	N/A	$125.00	$3,00.00

This is to affirm that I/we have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amount shown above.

TOTAL ~~DECREASE~~/INCREASE $78,204.68

Contractor Bryan-Ohlmeier Const. Co. Inc.

Signed By Gary Ohlmeier

Date 6-22-2016

APPROVED:

Owner Franklin County

Signed By

Date

Recommended for Approval:
Cook, Flatt & Strobel Engineers, P.A.

By: Robert D. Clark

Date 6/21/16

Line Item No. 11: Foundation Stabilization

Unsuitable soils and natural spring water activity encountered during excavation for this structure required the use of two specific gradations of heavy stone to stabilize the substrate for suppoprt of the structure.
The two grades of Heavy Stone were Shot Rock (24") and Rip Rap (24"); both at differing unit prices.
Each individual Rock Gradation Type will be paid for at their respective prices below.(Lines 24 & 25, this document)
This Line Item will be Underrun entirely.
This represents an UNDERRUN of 41 cyds @ $50.00 = ($2,050.00)

Line Item No. 12: Concrete for Seal Course (Set Price)

In order to create a stable pad atop the heavy stone stabilization, the contractor was allowed to utilize "Non-Diggable" Flowable Fill for the seal course for this structure; which was supplied at a reduced unit price.
The revised unit price for the Flowable Fill Seal Course will be paid as seen below (Line 26, this document)
This Line Oitem will be Underrun entirely.
This represents an UNDERRUN of 1 cy @ $175.00 = ($175.00)

Line Item No. 23: Common Excavation (UNSUITABLE)

Excavation to plan bottom of the sructure's footing exposed a large area of natural spring activity and muck approx. 6 to 8 feet deep through the entire perimeter of the footing. This material; highly liquified silty soil possessed the consistency of pudding. It was deemed at the first encounter of this material, that removal would be necessary and that stabilization would be most likely achieved through use of heavy stone as Foundation Stabilization; which was successful.
Excavation of this material required that it be truck hauled from the project to a waste site for disposal; as there was no area within the project limits to place it for drying and possible re-use as backfill material.
Bryan-Ohlmeier proposed unit price was negotiated to $15.00/ cyd for this revised contract item.
Talley of individual loads hauled off of the project reflect the following calculations:
165 truck loads of material @ 12 cubic yds each = 1,980 cyds.
This represents an OVERRUN of 1,980 cyds @ $15.00 = $29,700.00

Line Item No. 24: Foundation Stabilization (Shot Rock) (24")

This item reflects the use of 24" Shot Rock used to stabilize the substrate for the footing of this structure.
Field acumulated talley of certified load tickets reflect a final quantity as follows:
583.60 tons / 1.5 equals 389 cubic yards.
This represents an OVERRUN of 389 cyds @ $50.00 = $19,450.00

Line Item No.: 25: Foundation Stabilization (RipRap) (24")

This item reflects the use of 24" Rip Rap used in conjunction with 24" shot rock for foundation stabilization.
The Rip Rap was comprised of large stones; relatively clean of any stones not 24" or greater, and functioned better than the 24' shot rock for the deeper areas of the excavation, as foundation stabilization.
Due to the increased cost of the larger stone; versus the shot rock, Bryan-Ohlmeier request of $54.00 per cubic yard was deemed acceptable by CFS project engineer.
Field acumulated talley of certified load tickets reflect a final quantity as follows:
145.88 tons / 1.5 equals 95.92 cubic yards.
This represents an OVERRUN of 95.92 cyds @ $54.00 = $5,179.68

Line Item No. 26: Seal Course (Non-Diggable Flowable Fill)

This material was used to cap; forming a mud seal, atop the foundation stabilization stone and provide a stable base for the footing of the structure.

Bryan-Ohlmeier proposed unit price of $165.00 cyd was deemed acceptable by CFS project engineer.

Field accumulated talley of certified load tickets reflect a final quantity as follows:

This represents an OVERRUN of 140 cyds @ $165.00 = $23,100.00

Line Itrem No. 27: Seal Course (Concrete)

This material was used to provide stability over the unstable soils present adjacent to the south wall of the structure; directly beneath the roadway, in order to provide a base from which to perform proper backfill and compaction of roadway embankment. (Deemed acceptable by CFS project Engineer)

Bryan-Ohlmeier proposed a revused unit price of $125.00 cubic yard due to the fact that a concrete pump truck was already on site placing concrete for the free standing wingwalls.

Field accumulated talley of certified load tickets reflect a final quantity as follows:

This represents and OVERRUN of 24 cyds @ $125.00 cy = $3,000.00

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Midge Ransom
Department: Health
Date: 6/29/2016

AGENDA ITEM NARRATIVE

KDHE Maternal and Child Health (MCH) /Family Planning (FP) Grant Contracts - SFY 2017

BACKGROUND

The state contracts for two programs have been reissued for the SFY 2017 requiring new signatures. Changes in the contracts for MCH and FP from the previous year were a term of "until rescinded" instead of the SFY dates of July 1 - June 30 and the award amount is now listed with a summary of all awards and the specific amount excluded from the contract. There were no changes in the Universal contract other than the date for the new year.

SPECIFIC ACTION REQUESTED

Accept and sign the new contracts.

ATTACHMENTS

KDHE Aid to Local Universal Contract
Contract Attachment No. 5 (Family Planning)
Contract Attachment No. 17 (Maternal and Child Health)

KDHE AID TO LOCAL PROGRAM
UNIVERSAL CONTRACT
Effective Date July 1, 2016

1. Parties to Contract

   1.1. Kansas Department of Health and Environment [KDHE]

   1.2. **Franklin County Health Department** [LOCAL AGENCY]

IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS CONTRACT THE PARTIES AGREE AS FOLLOWS:

2. Term of the Contract

   2.1. The initial term of this Contract shall be from July 1, 2016, until June 30, 2017.

   2.2. The Contract will renew each July 1st for an additional one (1) year period under the terms and conditions in effect at the end of the prior period. Each Party shall notify the other Party in writing no later than July 1st of each year of its desire to renew the contract.

   2.3. There may be two (2) annual automatic renewals until June 30, 2019, unless sooner terminated.

   2.4. The Contract Attachments shall renew in the same manner except that the amount of money available in each Contract Attachment may vary from year to year. Therefore, the Parties agree that the amount of each grant for each fiscal year shall be determined by the KDHE. The KDHE shall, on or before July 1 of each year, notify the Local Agency of the amount of the grant for each Contract Attachment. The Local Agency may agree to renewal of the Contract Attachment at the funding level proposed by the KDHE by cashing the first warrant of the new grant year.

   2.5. The Contract may be sooner terminated by either Party upon providing the other Party with thirty (30) days written notice of termination. KDHE may suspend or terminate the Contract upon immediate notification upon a breach or suspected breach of any provision of the Contract or any attachments thereof.

3. KDHE shall make payments to the Local Agency as specified in the attachment(s), which are made a part of this Contract.

4. Local Agency shall:

   4.1. Establish and maintain accounting records that meet the requirements of generally accepted accounting principles.

   4.2. Submit to the KDHE the Certified Expenditure Affidavits or Financial Status Reports and Program Progress Reports as outlined in the respective Contract Attachment, and to return to the KDHE within sixty (60) days of the end of the grant period all grant funds remaining unexpended at the end of the grant period. The final expense reports and revisions to the expense reports must be submitted within sixty (60) days of the end of the grant period if any remaining grant funds are to be received. The Local Agency shall keep copies of invoices to support their expenses.

   4.3. Maintain time and attendance records that are sufficient to support salary expenditures for individual employees charged to each program. Such records must support salary distributions of employees chargeable to more than one program or cost objective to ensure that no more than 100% of an employee's time is charged to all programs combined.

4.4. Obtain an audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], and to submit one complete copy of the single agency audit report to the KDHE within twelve (12) months after the end of the Local Agency's fiscal year.

4.5. Afford access, upon written request, to the Secretary of KDHE or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with KDHE Grant Awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal Grant Acts and Regulations.

4.6. Hold as confidential all personal client information obtained or received from recipients of services under this Contract and not to disclose client information except in statistical, summary or other forms that do not identify individual clients, except upon request of the Secretary of KDHE, Kansas Legislative Division of Post Audit, U.S. Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives, or as otherwise provided by law.

4.7. Disclose personal health information (PHI) to the KDHE as requested pursuant to the Health Insurance Portability and Accountability Act (HIPAA) [*See* 45 C.F.R §165.512(b)], or as required by law.

4.8. Comply with all relevant federal requirements, including, but not limited to: the Age Discrimination Act of 1975 [42 U.S.C.§6101 *et. seq.*], Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. §791 *et seq*.], Title IX of the Education Amendments of 1972 [20 U.S.C. § 1681 *et seq*.], Title VI of the Civil Rights Act of 1964 [42 U.S.C.§ 2000d *et seq*.], The Drug Free Workplace Act of 1988 [41 U.S.C. §701 *et seq*.], The Federal Anti-Lobbying Act of 1990 [31 U.S.C. §1352 *et seq*.], and The Federal Pro-Children Act of 1994 [20 U.S.C. §6081 *et. seq*.], which are incorporated by reference into this Contract.

4.9. Comply with statutes, rules and regulations pertaining to public health, including, but not exclusively K.S.A. 65-101 *et seq*.

4.10. Ensure that grant funds will not be used to supplant other Local Agency funds.

4.11. Ensure that any print or on-line publication produced in full or in part by a grant/contract with KDHE shall include an acknowledgement as follows: "Produced through the full or partial support of the Kansas Department of Health and Environment (KDHE). The content of this publication may not necessarily reflect the views of KDHE." Any conference supported by KDHE in full or in part shall include an acknowledgement: "Support for this conference is provided in full or in part by the Kansas Department of Health and Environment."

4.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of $500.

4.13. Participate fully in any required evaluation study and/or on site inspection arranged within normal working hours.

4.14. Develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of K.S.A. 65-220 to 65-225.

4.15. Obtain the written approval of the KDHE before entering into any subcontract related to this Contract and/or any of the Contract Attachment(s).

4.16. Provide services which have meaningful access to persons with Limited English Proficiency (LEP) pursuant to Title VI of the Civil Rights Act [(42 U.S.C. §2000d *et seq*.) and 45 C.F.R. §80.3(b)]. Meaningful access is to ensure that the Provider, its agents or subcontractors, and LEP person(s) can communicate effectively when services are being provided to LEP persons.

5. The Parties acknowledge and agree that:

5.1. The Provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

5.2. Payment(s) may be withheld by the KDHE if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in the Contract Attachment(s).

5.3. All revenues received from the delivery of services related to KDHE grant awards shall be identified and reported. Such program income shall be retained by the Local Agency to further the objectives of the grant awards.

5.4. KDHE may cancel this Contract upon thirty (30) days written notice if the Local Agency fails to submit reports as required in this Contract or in the Contract Attachment(s).

5.5. Indirect costs and contributions will be accepted as part of the matching funds after the Local Agency has submitted an annual indirect cost proposal which meets the KDHE requirements.

5.6. This Contract is contingent upon the availability of State or Federal funds. In the event that such funds are exhausted or no longer available, this Contract may be unilaterally terminated without penalty by the KDHE upon thirty (30) days written notice.

5.7. Adjustments in the Contract amount may occur within a grant year as additional funds become available, as funding levels are reduced or in the event that the Local Agency is unable to spend the funds allocated. In such cases the amount of any grant award attachment may be amended as follows:

5.7.1. In the event that additional funds become available, the KDHE shall notify the Local Agency of the availability of additional funds. Acceptance of those funds by the Local Agency shall constitute an agreement to amend the Contract amount, and to expend the funds as specified in the Contract; or

5.7.2. In the event that the Local Agency is unable to expend all of the funds allocated, the Local Agency shall notify the KDHE in writing of the amount of funds to be returned. KDHE may accept this as an amendment of the Contract by returning to the Local Agency a revised List of Grant Awards (LGA). The Local Agency's written notification, together with an amended LGA, shall constitute amendment of the identified Contract Attachment.

5.8. This Contract may be otherwise amended as necessary by a formally executed written amendment agreed to by the Parties.

6. The Local Agency acknowledges and warrants that it is independently familiar with the conditions of participation required of it by the funding source to receive moneys hereunder, and further agrees to be bound by those conditions, and that it is not relying on any representations made about the conditions of participation by KDHE or its employees.

7. Compliance with the PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS.

7.1. 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", which requires all grantees, their subgrantees and subcontractors to:

7.1.1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;

7.1.2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,

7.1.3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

7.2. 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.

7.3. Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

7.3.1. Gross mismanagement of a federal contract or grant;

7.3.2. A gross waste of federal funds;

7.3.3. An abuse of authority relating to a federal contract or grant;

7.3.4. A substantial and specific danger to public health or safety; or,

7.3.5. 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).

7.4. To qualify under the statute, the employee's disclosure must be made to:

7.4.1. A Member of Congress or a representative of a Congressional committee;

7.4.2. An Inspector General;

7.4.3. The Government Accountability Office;

7.4.4. A federal employee responsible for contract or grant oversight or management at the relevant agency;

7.4.5. An official from the Department of Justice, or other law enforcement agency;

7.4.6. A court or grand jury; or,

7.4.7. A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

7.5. 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.

7.6. The Local Agency 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.

8. Non-Debarment Certification and Warranty.

8.1. The Local Agency 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.

8.2. The Local Agency, 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.

9. This Contract supersedes the prior Universal Contract. The prior Universal Contract is hereby rescinded.

The Parties, through duly authorized representatives, agree to the terms and conditions of this Contract and have executed it as of the date shown below.

Kansas Department of Health and Environment

By:

_____

Susan Mosier, MD, MBA, FACS
Secretary

_____

Date

Franklin County Health Department

By:

_____

Signature

_____

Name

_____

Title

_____

Date

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

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. 06-12), 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 1st day of July, 2015.

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 the 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 or 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 that 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 and its agencies 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."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Contract Attachment No. __17__

LOCAL AGENCY: **Franklin County Health Department**

PROGRAM: Maternal and Child Health

TERM: Until Rescinded

AMOUNT: Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 17 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 Maternal and Child Health (MCH) services 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 each year. If the total award amount for the program period is $2,000 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. Such payments will be made upon receipt and acceptance of quarterly fiscal reports showing expenditures from grant and Local Agency funds and fees for services. Said payments may be increased upon receipt and acceptance of quarterly fiscal reports showing additional approved expenditures from the grant funds. Total payments shall not exceed the contract amount.

   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 onsite monitoring and technical assistance visits to the Local Agency. A written response of said visits will be provided to the Local Agency within thirty (30) days.

4. Provide MCH workforce development opportunities for local agency staff through the annual Governor's Public Health Conference held in the spring and other trainings as necessary, including online offerings via KS-TRAIN and the MCH Navigator.

5. Provide regional training for Healthy Start Home Visitors each fiscal year.

6. Review the Kansas Health Services Manual: Maternal and Child Health found at http://www.kdheks.gov/c-f/downloads/MCH_Manual.pdf and provide revisions/additions as indicated to reflect program and practice needs.

LOCAL AGENCY AND ITS AGENTS OR SUBCONTRACTORS AGREE TO:

7. Implement a process for determining client satisfaction with services and maintain written documentation of results with subsequent actions. Incorporate client satisfaction information into the process for evaluating program progress and effectiveness.

8. Develop and have on file written local policies and procedures for MCH, based on the program details, funding requirements, and standards/guidelines contained in the Kansas Health Services Manual: Maternal and Child Health. Local policies and procedures are to be reviewed and signed by the physician advisor/consultant on an annual basis.

9. Provide Local Agency matching funds equal to or greater than 40% of grant funds expended per quarter.

10. Submit to the State Agency within sixty (60) days of the receipt of the response to the monitoring and technical assistance visits a corrective action plan for issues identified during the said visit.

11. 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.

12. Establish and implement a sliding fee scale of discounted charges with sufficient proportional increments so that inability to pay is never a barrier to services. The scale must include at least four (4) levels of reduced billing using the Federal Poverty Guidelines.

13. Track real-time client demographics and service/encounter data via an approved web-based electronic data system as required and in accordance with the guidelines provided by the State Agency. This encounter data will be the source for required reports.

14. Participate with other community agencies and organizations in the coordination of essential services for Maternal and Child Health including outreach and referral.

15. For multi-county grants only, provide each subcontractor with a completed MCH grant application, contract and reporting requirements. Have on file a signed Memorandum of Agreement (MOA) with each subcontractor which includes provisions for record keeping, providing matching funds if required and submission of progress to the lead agency. The lead agency will be responsible to compile all subcontractor data and reporting information and incorporate it into comprehensive multi-agency reports to meet identified contract reporting requirements.

IT IS MUTUALLY AGREED THAT:

16. This Contract Attachment No. 17 supersedes any prior Contract Attachment No. 17.

17. 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 into the Universal Contract.

18. Failure to comply with this Contract Attachment No. 17 may result in reduction of funds or cancellation of the Contract Attachment No. 17.

Secretary: _____
Susan Mosier, MD, MBA, FACS
Kansas Department of Health & Environment

Date: _____

Authorized Signature: _____
Franklin County Health Department

Printed Name: _____

Title: _____

Date: _____

Contract Attachment No. __5__

LOCAL AGENCY: **Franklin County Health Department**

PROGRAM: Family Planning

TERM: Until Rescinded

AMOUNT: Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 5 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 Family Planning services to the Local Agency as follows:

   a. Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1, of each year, or upon processing of this Contract Attachment if later than July 1 of each 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 quarterly fiscal reports showing expenditures from the grant and Local Agency matching funds and fees for services. Said payments may be increased upon receipt and acceptance of quarterly fiscal reports showing additional approved expenditures from the grant funds. Total payments not to exceed the contract amount.

   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 the Health & Human Services Administration (HRSA) Office of Pharmacy Affairs current covered entity information for the maintenance of the 340B Drug Pricing Program database.

4. Provide onsite monitoring and technical assistance visits to the Local Agency. A written response of said visits will be provided to the Local Agency within thirty (30) days.

5. Review the Kansas Family Planning/Reproductive Health Manual and provide revisions/additions as indicated to reflect program and practice needs.

LOCAL AGENCY AND ITS AGENTS OR SUBCONTRACTORS AGREE TO:

6. Provide individuals the information and means to exercise personal choice in determining the number and spacing of their children, prioritizing services to low-income and high-risk individuals, in compliance with Title X of the Public Health Service Act.

7. Develop and have on file written local program policies and procedures for family planning services, based on the program standards and guidelines contained in the Kansas Family Planning/Reproductive Health Manual. The local policies/procedures and the Kansas Family Planning/Reproductive Health Manual shall be reviewed and signed by the physician advisor/consultant and the Family Planning staff on an annual basis.

8. Handle Family Planning pharmaceuticals purchased through the HRSA Office of Pharmacy Affairs 340B Drug Pricing Program in compliance with that program's guidelines.

9. Provide Local Agency matching funds equal to or greater than 40% of grant funds expended during the period July 1 through June 30 of each year. By Federal Regulation, all revenues collected through the Family Planning program must be expended in the Family Planning Program. With the acceptance of funds, "the grantee acknowledges that: a) neither the grantee nor its contractors provide abortion as a method of family planning; and b) neither the grantee nor its contractors is involved in abortion related activities as defined by a memorandum of the Office of General Counsel dated April 14, 1978 (Subject: Section 1008 P.H.S. Act-Permissible Activities by Grantees)."

10. Submit a budget on or about July 1 of each year 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.

11. Develop and implement a Family Planning Schedule of Fees and Discounts with sufficient proportional increments so that inability to pay is never a barrier to services. Charges must be based on a cost analysis of all services provided by the project. A copy of the Schedule of Fees and Discounts shall be submitted to the State Agency on or about July 15 of each year. Failure to submit the Schedule of Fees and Discounts may result in the withholding of future payments by the State Agency.

12. Develop and implement a Family Planning Quality Improvement (QI) process to review and strengthen the quality of services provided on an ongoing basis. The plan must include a Client Satisfaction Survey process. The design and effectiveness of the QI plan will be evaluated at the onsite monitoring visit by State Agency program staff.

13. Submit to the State Agency within sixty (60) days of the receipt of the response to the monitoring and technical assistance visits a corrective action plan for issues identified during the said visit.

14. Work toward integrating services and client records and implement multi-service staff meetings.

15. For multi-agency grants only, provide each subcontractor agency with a completed grant application, contract, and reporting instructions, and have on file a signed memorandum of agreement with each subcontractor agency which includes provisions for record keeping and

providing matching funds if required. A copy of the signed memorandum of agreement with each subcontractor agency shall be on file with the State Agency.

16. For Local Agency and its agents or subcontractors providing required core Family Planning services off-site, a copy of the signed agreement between the provider(s) and the Local Agency shall be on file with the State Agency.

IT IS MUTUALLY AGREED THAT:

17. For multi-agency grants only, the delegate agency whose agents/subcontractors are purchasing Family Planning pharmaceuticals for their clients through the HRSA Office of Pharmacy Affairs 340B Drug Pricing Program must have a mechanism in place that allows for allocating a proportional amount of the grant award to the agents/subcontractors in order to meet the OPA expectation that Title X Family Planning covered entities receive grant funds for clinical services.

18. Based on availability of State and/or Federal funds, the State Agency determines the base award to the Local Agency on the 3-year average of unduplicated number of Family Planning Users and family planning needs in each county based on poverty level and population within the age ranges appropriate to the need for family planning services. At such time that the Local Agency's unduplicated number of Family Planning Users for a 3-year average falls below 50, the State Agency may discontinue funding the Local Agency. Funding is also subject to legislative and policy priorities. The State Agency reserves the right to modify in its sole discretion, the funding criteria used in the award process.

19. Failure to comply with this Contract Attachment No. 5 may result in reduction of funds or cancellation of the Contract Attachment No. 5.

20. This Contract Attachment No. 5 supersedes any prior Contract Attachment No. 5.

21. 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 into the Universal Contract.

Secretary: _____
Susan Mosier, MD, MBA, FACS
Kansas Department of Health & Environment

Date: _____

Authorized Signature: _____
Franklin County Health Department

Printed Name: _____

Title: _____

Date: _____

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Midge Ransom
Department: Health
Date: 6/28/2016

AGENDA ITEM NARRATIVE

Kansas Health Foundation Assessment and Capacity Building Grant for Food Policy Council (FPC)

BACKGROUND

This $10,000 grant would support a consultant to assist with a county wide assessment on food access, policies, and healthy food intake upon which the Food Policy Council could base policy and program proposals. The consultant would be responsible for recruitment and recommendation of additional FPC members. This grant is for one year or less and will position the FPC to apply for an implementation grant in the future.

SPECIFIC ACTION REQUESTED

Approval for health department coordination of the grant and hiring a consultant for the length of the grant.

ATTACHMENTS

Assessment and Capacity Building Grant - Kansas Health Foundation

Kansas Health Foundation

Supporting Food Policy Councils
Request for Proposals

OVERVIEW

Through this Request for Proposal (RFP), the Kansas Health Foundation (Foundation) will provide funds to existing, publicly-appointed Food Policy Councils (FPCs) to support planning for, or implementation of, local policy strategies that would increase the access to and consumption of healthy foods and beverages.

BACKGROUND

According to the Centers for Disease Control and Prevention (CDC), chronic diseases affect nearly 50 percent of Americans and account for seven of the 10 leading causes of death in the United States. People who suffer from chronic diseases such as heart disease, stroke, diabetes, cancer, obesity and arthritis experience limitations in functioning, health, activity and work, affecting the quality of their lives and the lives of their families. One of the two major contributing factors to chronic disease in Kansas is poor nutrition. Individually-focused interventions intended to control weight have failed to slow the obesity epidemic and have led practitioners and researchers to focus on a systems approach around policy change designed to impact the access to and consumption of healthy food and beverage.

HOW TO APPLY

All FPCs interested in applying for the Food Policy Council RFP will be expected to complete the Foundation's online proposal, available at :

www.kansashealth.org/fpc

STRUCTURE OF REQUEST FOR PROPOSALS (RFPs)

Through this RFP, the Foundation plans to provide funds beginning in 2013 and extending through 2016 to eligible FPCs for activities that help implement strategies designed to lead to policy, systems or environmental changes related to access to healthy foods. Eligible FPCs can request funds from the Foundation as they develop solid strategies designed to move local policy in their communities. The Foundation is offering FPCs two tracks to apply for, with a maximum term of 12 months per track:

Track 1:Assessment and Capacity Building (grants up to $10,000)

Example Activities

- Conducting food systems assessments
- Convening
- Technical assistance and training
- Attendance at national conferences and trainings for FPC members
- Assessing of city/county-owned property to identify local, publicly-owned land suitable for community gardens or other agricultural uses

Track 2: Policy Implementation (grants up to $40,000)

Example Activities

- Civic engagement to inform policy implementation
- Educating the public about a recently established policy
- Purchasing equipment to implement a recently established policy
- Monitoring, enforcement and/or evaluation of a recently established policy

ELIGIBILITY GUIDELINES

- Eligible applicants must be located within the state of Kansas and be a local, county or state government entity.
- Eligible FPCs would be those created through an official government action, such as the passage of a law/ordinance, issuance of an executive order or a proclamation.
- Eligible FPCs would be those demonstrating an investment in supporting the council, such as assigning a staff person to convene members or the community, providing in-kind support and/or providing financial support.
- Eligible FPCs have publicly-appointed members that, in general, reflect stakeholders from the local food system and other influential citizens who impact the local food system.

POLICY/SYSTEMS ACTIONS FPCs OFTEN ENGAGE IN:

- Working with local school districts to restrict unhealthy foods, developing labeling policies and placement of healthy foods in school cafeterias and delivering fresh fruits and vegetables from local farms to schools.
- Working with local planning officials to increase public transportation for individuals with limited access to supermarkets or farmers markets.
- Working with economic development officials to provide incentives for developers to build supermarkets in underserved areas and developing incentives for local food production and local food processors and distributors.
- Working with local governments to establish policies that promote the sale of locally grown food, support development of community gardens, and reduce consumption of unhealthy products such as sugary drinks and food containing trans-fats.

FOR MORE INFORMATION

- Visit www.kansashealth.org/fpc
- Contact Jeff Usher (jusher@khf.org) or Elissa Buller (ebuller@khf.org)
- Call the Foundation at (316) 262-7676

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Alan Radcliffe
Department: Emergency Management
Date: 6-24-16

AGENDA ITEM NARRATIVE

Consideration of participating in the Emergency Management Performance Grant (EMPG) program.

BACKGROUND

The County has participated in the Emergency Management Performance Grant (EMPG) for over 10 years. Franklin Counties grant award is around $27,444 and the 50% soft match that the program requires comes from emergency management salaries. This is a performance grant which means we have to meet some milestones in training, planning, and exercise. In order to be eligible Franklin County must have a current Emergency Operation Plan, Conduct at least 3 exercises, and all staff salaries must meet the minimum training requirement. Franklin County is currently in good standing with this program.

SPECIFIC ACTION REQUESTED

Approve and sign the application for the Emergency Management Performance Grant.

ATTACHMENTS

EMPG Application, 2016 EMPG Handbook

KANSAS DIVISION OF EMERGENCY MANAGEMENT

Emergency Management Performance Grant (EMPG)

Subrecipient Guidance

Fiscal Year 2016

CFDA 97.042

DHS-16-GPD-042-07

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INTRODUCTION

The Emergency Management Performance Grant (EMPG) Program provides federal funding to assist states and local governments in developing and carrying out emergency management programs. States submit annual applications that include a statement of work and proposed budget to the Federal Emergency Management Agency (FEMA) for funding to match state and local appropriations for emergency management programs. States receive EMPG funding from FEMA and, in turn, pass EMPG Program funding to local governments to reimburse them for emergency management eligible expenses.

The FFY 2016 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation.

State of Kansas leaders recognize both state and local governments must work to protect their citizens by developing comprehensive, risk–based, all–hazard emergency management programs. Emergency management must be able to coordinate in the context of natural and man–made hazards, as well as technological events, that threaten the security of the homeland and the safety and well–being of citizens. An all–hazard approach to preparedness, including the development of a comprehensive program of planning, training, and exercises, sets the stage for an effective and consistent response to and recovery from any threatened or actual disaster or emergency, regardless of the cause.

PURPOSE OF THE GRANT

The EMPG Program is to assist your county government in enhancing and sustaining an all-hazard emergency management program for the protection of life and property in your communities.

Funds provided through EMPG sub-grants shall be used for emergency management programs to accomplish the following initiatives:

1. Update of Threat and Hazard Identification and Risk Assessments (THIRA);
2. Planning activities, included but not limited to County Emergency Operations Plans (CEOPs), Continuity of Operations (COOP), strategic planning, mitigation planning, debris removal plans, etc.;
3. Sustain critical core capabilities;
4. Develop and maintain multi-year training and exercise plan;
5. Target training and verify capability of personnel.

PERFORMANCE PERIOD

The period of performance for this grant is January 1, 2016, through December 31, 2016.

GRANT MATCH REQUIREMENTS

The EMPG Program requires a cost share at 50 percent federal and 50 percent non-federal share. The match can be cash or in-kind.

1. Cash Match (hard) includes non-federal cash spent for project-related costs, according to the program guidance. Allowable cash match must only include those costs which are in compliance with 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*
2. In-kind Match (soft) includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. More information can be found in 2 CFR Part 200, Subpart D, Section 200.306.
    a. In-kind matches may consist of Subrecipient contributions such as property, or third party contributions including services, equipment or property.
        i. To qualify as in-kind the following conditions apply.
            1. Must be necessary and reasonable to accomplish the project objective.
            2. Cannot be from a federal source.
            3. Cannot be program income.
            4. Cannot be used to match another federal grant.
            5. Must apply to the cost-sharing requirement of the grant.
        ii. In kind contributions must be documented and verifiable in the Subrecipient records. Records must be maintained to support how the value of the in-kind contribution was determined.

ELIGIBLE SUBRECIPIENTS

Eligible county governments are those that:

1. Submit a 2016 EMPG application;
2. Employ an emergency management director/coordinator as defined in KAR 56-2-2 (see below);
3. Successfully completed prior EMPG requirements and reports;
4. Are in compliance with the 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
5. Are in compliance with the Non-Construction Program Assurances and the Drug-Free Workplace Requirements;
6. Are in compliance with KSA 48-929 et al (which may be found at http://www.ksrevisor.org/statutes/ksa_ch48.html under Article 9), and KAR 56-2-2 (which may be found at http://www.sos.ks.gov/pubs/kar/2009/4%20056_56-Office%20of%20the%20Adjutant%20General,%202009%20KAR%20Vol%204.pdf);
7. Maintain a system of personnel administration in conformance with standards prescribed by the Office of Personnel Management. Reference 5 CFR, Part 900, Subpart F, "*OPM Standards for a Merit System of Personnel Administration";*
8. Agree to submit to KDEM quarterly reports, both the programmatic report of activities and reimbursement package, After Action /Improvement Plans, and other supporting documentation in the format provided in this package or as requested.

FUNDING AMOUNT/FORMULA

Anticipated FY 2016 EMPG funding levels will be based on available grant funds and feasibility of the jurisdiction to expend the funding. Award amounts may be reduced due to unsuccessful completion of prior EMPG requirements and reports.

The criteria for determining awards will be the same as in previous fiscal years. The breakdown in distributions is made in the following manner:

- Population
- Vulnerable needs population
- Income and jobs/property and assessed values
- Livestock and crops
- Transportation and hazardous materials

The allocation criteria based on a full-time vs. part-time county director/coordinator position is not applicable.

Host counties sharing a county director/coordinator will receive an additional base award of $5,000 per county.

EMPG WORK PLAN REQUIREMENTS

Subrecipient work plans for FY 2016 are expected to ensure that emergency management capabilities are developed and maintained in local jurisdictions sufficient to provide the basis for dealing effectively with catastrophic disasters and homeland security emergencies. FY 2016 EMPG Subrecipient work plan will be in the form of projects which will include reporting on:

1. Administration of the program
2. Advancing "Whole Community" Security and Emergency Management and Building and Sustaining Core Capabilities through:
    a. Planning and Mitigation
    b. Training and Exercising
    c. Public Outreach activities/Education/Program enhancement activities
    d. Emergency Operations Center (EOC) Readiness, Response and Recovery

ALLOWABLE COSTS

1. Administration of the Program
    a. As provided in law, EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should be linked to achieving goals outlined in the EMPG work plan.
    b. In support of the Subrecipient Work Plan expectations, the allowable costs are:
        i. Personnel Expense: Personnel costs, including gross salary, overtime, compensatory time off, and associated fringe benefits including matching expenditures. These costs must comply with 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* Personnel costs should be linked to achieving objectives outlined in the EMPG work plan.
2. Operating Expense: This includes costs to operate the county emergency management agency to include, at a minimum:
    a. Rent for meetings and classrooms;
    b. Information technology capabilities (servers, switches, workstation license keys in support of Comprehensive Resource Management & Credentialing System (CRMCS) Project);
    c. Office supplies that directly support the local emergency management program;
    d. Computers including laptop and desktops, printers and plotters elated to administrative purposes that directly support the local emergency management program;
    e. Emergency Operations Center workstations;
    f. Radios and pagers for administrative purposes; emergency alert notification systems that directly support the local emergency management program;
        i. ***Radio purchases must be pre-approved by KDEM.***
    g. Professional dues [i.e. Kansas Emergency Management Assn. (KEMA), International Assn. of Emergency Managers (IAEM)]. Dues must be specific to emergency management related duties.
3. Planning, Exercising, Training
    a. EMPG funds may be used for a wide range of emergency management planning activities -- including but not limited to Emergency Operations Plans (EOPs), Continuity of Operations (COOP) Plans, recovery plans, debris management plans, Standard Operating Guidelines (SOGs), completion of Threat and Hazard Identification and Risk Assessment (THIRA), etc.
    b. EMPG funds may be used to design, develop, conduct, and evaluate emergency management related exercises. Exercises must be consistent with the principles outlined in the Homeland Security Exercise and Evaluation Program (HSEEP). Exercises using EMPG funding must be NIMS compliant and an After Action Review (AAR)/Improvement Plan (IP) must be completed and submitted to KDEM through the online KETS system.
    c. EMPG funds may be used for travel costs associated with emergency management-related training activities (e.g., airfare, mileage, per diem, and hotel) for personnel who are on travel status for official business related to EMPG-approved training. EMPG funds may also be used to rent facilities, purchase materials and supplies, and rent equipment for training purposes.

4. Public Education and Awareness
    a. EMPG funds may be used for a wide range of public education and awareness activities, including but not limited to: training campaigns, brochures, fairs, public service announcements, etc.
    b. Enhancing citizen preparedness programs and teams and the advancement of a whole community approach.

INELIGIBLE COSTS

It is the responsibility of the Subrecipient to determine eligibility of purchases before expending funds. The following list is designed to provide general guidance.

1. ***Food*** (other than per diem), automobile fuel, and automobile repair and maintenance expenses are not allowable reimbursement costs.
2. Vehicle purchases are not eligible.
3. Construction is not eligible.
4. EMPG funds may not be used to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
5. Weapon systems and ammunition costs are not eligible.
6. ***Equipment purchases are NOT allowable***.
    a. The federal government defines equipment, covered in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*, as an item of *non-expendable, tangible personal property, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient organization for financial statement purposes, or $5,000.*

NON-SUPPLANTING

EMPG funds are to be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

PROCUREMENT

Subrecipients must adhere to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements*, Subpart D: Procurement when you use EMPG funds to procure a “service contract”. A “service contract” means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) 2016 SUBRECIPIENT AGREEMENT/APPLICATION

SUBGRANT AWARD PROCEDURE

KDEM will evaluate applications and award Subrecipient funds. Subrecipients will be notified by KDEM in an award letter accompanied by the signed EMPG Subrecipient agreement.

FY 2016 funding awards will be made contingent upon satisfactory completion of deliverables funded in the current and prior years, to include timely submission of quarterly reports. The KDEM Deputy Director may reduce the baseline FY 2016 funding award to a Subrecipient that has not completed deliverables funded in the previous fiscal year(s) or suspend the Subrecipient from the program until a future program year. Additionally, KDEM will continue to monitor the performance of applicants who fail to submit a quarterly report by the due date and funding may be withheld for reoccurring poor performance. Monitoring of this grant by KDEM staff may include technical assistance, site visits, and desk audits. See the Monitoring section for more information.

An Annual Budget (EMPG04) form will be submitted with the county's application, projecting all EMPG expenses to occur in 2016. At the end of each quarter, the Quarterly Financial Report (EMPG03), Reimbursement Request Form (EMPG05) and Statement of Work & Quarterly Performance Report (EMPG02) are to be submitted.

SIGNATURES REQUIRED ON EMPG PROGRAM DOCUMENTS

Certain individuals, as identified on the on the EMPG Application, must sign specified EMPG obligating documents (award, amendments, etc.). These officials are:

1. Project Manager: The project manager, usually, the emergency manager/coordinator is directly responsible for carrying out tasks outlined in the Annual Work Plan and is supported by grant funds.
    a. The project manager is the primary point of contact for KDEM.
2. Signatory Official: An individual who has been authorized by the governing body of the applicant jurisdiction or organization to apply for, accept, or decline grants on behalf of the organization. ***For county governments, this is typically the County Commissioner or County Administrator***.
3. Chief Financial Officer: This should be the chief financial officer, treasurer, or clerk of the applicant jurisdiction or organization. This is the person who will be contacted by the KDEM staff if questions arise regarding financial aspects of the grant.

STATEMENT OF WORK & QUARTERLY PERFORMANCE REPORT (EMPG02)

Each submission will include a completed Statement of Work (Form EMPG02). This form will be used to report the quarterly work activities.

Indicate any other activities that you plan to be carried out in support of your goals and objectives. The Project Manager will provide progress quarterly in the Comment block.

In order for Subrecipients to be eligible to receive 2016 EMPG funds, they must comply with the following:

Program Administration

1. Complete and submit Statement of Work and accompanying documents, to be included with Application and at the end of each quarter
2. Complete and submit quarterly EMPG performance reports to KDEM within 15 days of the end of each quarter. EMPG 02 (Statement of Work), EMPG 03 (Financial Report), and EMPG05 (Reimbursement Request) Reports are due on the following:
    a. April 15 for 1st quarter (January-February-March)
    b. July 15 for 2nd quarter (April-May-June)
    c. October 15 for 3rd quarter (July-August-September)
    d. January 15 for 4th quarter (October-November-December)
3. Submit Annual Budget (EMPG04), to be included with Application
4. Submit annually a current Position Description for each individual who is funded with EMPG dollars in your emergency management program, to be included with Application

Planning Required Activity

1. EMPG 2016 funds can be used to develop and/or update your County Emergency Operations Plans (CEOPs) and secure a contractor. The following policy must be followed:
    a. County shall meet KDEM Policy Directive # 2002- "County Emergency Operations Plans (CEOPs) and Emergency Management Performance Grant (EMPG) Eligibility". County shall provide a digital copy of CEOP to KDEM.
    b. Counties shall demonstrate an inclusive planning process. Examples of acceptable documentation could include: meeting minutes, sign-in sheets, etc.
    c. Counties shall write to the 2014 Kansas Planning Standards (KPS) or other applicable standards (depending on plan).
    d. Counties shall have one deliverable be "an approved plan", not just submission to the state.
    e. KDEM planning branch shall approve the scope of work for the plan revision.

Training Required Activity

1. Comply with training grant requirements as set forth in FEMA's FY 2016 EMPG Notice of Funding Opportunity (NOFO). ***This requirement is for new EMPG-funded Subrecipients or new county emergency management staff.***
    a. Complete and submit certificates:
        i. An Introduction to Exercises -- IS 120.a
        ii. Fundamentals of Emergency Management – IS 230.d
        iii. Emergency Planning – IS 235.b
        iv. Leadership & Influence – IS 240.a
        v. Decision Making -- IS 241.b
        vi. Effective Communications – IS 242.b
        vii. Developing Volunteers – IS 244.b

2. Training requirements apply to the following:
    a. County Emergency Manager/Coordinator
    b. Assistant or Alternate County Emergency Manager/Coordinator
    c. Staff who work directly for the County Emergency Manager and are "Paid". (Regardless of county or EMPG funding)
    d. Elected officials are exempt, but county emergency management staff is encouraged to make available the G402 course, which is an introduction to the National Incident Management System for elected officials, to their Board of County Commissioners and other elected officials within the jurisdiction.
        i. Contact the KDEM training officer for more detail.

Exercise Required Activities

Exercise Participation:

1) Exercise participation requirement applies to the following:
    a) County emergency manager/coordinator;
    b) Assistant or alternate county emergency manager/coordinator; and
    c) Staff who work directly for the county emergency manager that are paid any amount from EMPG funding.
    d) Elected officials are exempt, but encouraged to be engaged to ensure the exercise program has the support necessary for success.
2) Each **individual** funded with EMPG must:
    a) Participate in no fewer than three exercises in a 12-month period. Participation includes Player, Facilitator, Controller/Simulator, or Evaluator.
3) Each **agency** that receives EMPG funding must conduct in a 12-month period:
    a) An annual Training & Exercise Planning Workshop (TEPW) in which whole community stakeholders create a progressive multi-year Training and Exercise Plan (TEP).
        i) Involving elected and appointed officials in establishing training and exercise priorities is encouraged.
    b) PLUS, two exercises that test the county's specific plans. The two exercises must be tabletop, functional, or full-scale exercises.
        i) A seminar or workshop can be considered as one of the two exercise requirements when a new plan has been written or revised and all key stakeholders are invited to participate to review roles and authorities.
        ii) Activating the county's emergency operations center (EOC) during exercises will validate the core capability to establish and maintain a unified and coordinated operational structure (Operational Coordination Core Capability). The demonstration of this capability will be a major determining factor in participating in an Integrated Emergency Operations Course (IEMC).

Exercise Reporting:

1) All exercises supported/funded in whole or part must be entered into the online data management system, Kansas Exercise Tracking System (KETS) located at www.kdemexercises.com. Directions, user manuals, and other guides for how to use the system are located under the Help tab in KETS.
2) Following the Training and Exercise Planning Workshop (TEPW), submit the following in KETS:
   a) A current multi-year Training and Exercise Plan (TEP) outlining training and exercise priorities;
   b) A list of the jurisdiction's priority core capabilities as defined in the National Preparedness Goal (2015) http://www.fema.gov/core-capabilities; and
   c) Sign-in sheets listing workshop participants.
3) Within 90 days after an exercise, submit the following in KETS:
   a) After Action Report (AAR) that includes your county's participation in the exercise;
   b) Improvement Plan (IP) with at least three (3) corrective action assignments that affect your agency/jurisdictional plans; and
   c) Sign-in sheets listing exercise participants.

Other Requirements:

1) Each county must designate, in writing, an Exercise Program Manager.
   a) The Exercise Program Manager also will be identified as the County Exercise Coordinator (or User) in KETS for submitting your county's exercise data and reports.
   b) The Exercise Program Manager must attend HSEEP training. Exercise Program Managers are encouraged to attend other exercise development courses sponsored by KDEM.
2) All exercises funded with EMPG, HSGP, and/or HMEP funding must follow the principles outlined in the Homeland Security Exercise and Evaluation Program (HSEEP) guidance at https://www.llis.dhs.gov/hseep
3) Real incidents and pre-planned community events may be considered for substitute exercise credit if specific criteria are met. In order to use a real incident or planned event for exercise credit, an application to request approval must be submitted to the State Exercise Officer with an After Action Report/Improvement Plan (AAR/IP) and other appropriate supporting documentation. There are specific application request forms to substitute a real incident or planned event for exercise credit; the Planned Event AAR and Application form and the Real Incident AAR and Application form. These application forms outline the criteria used to determine the eligibility requirement, including input from local responding partners, and the forms are available from the State Exercise Officer.
   a) Read the application in its entirety before submitting the request for approval.
   b) Do not submit a real incident or pre-planned community event to KETS without prior approval from the KDEM Exercise Officer and/or Preparedness Branch Director.
   c) Real incidents cannot be used as exercise credit in two consecutive grant years, unless the second real incident is included in a Presidential Disaster Declaration.
   b) The expectations of using a real incident should not be placed on an approved multi-year Training and Exercise Plan (TEP).

Public Education/Awareness

Report activities on Statement of Work and Quarterly Performance (EMPG02)

National Incident Management System (NIMS)

Comply with training grant requirements as set forth in FEMA's FY 2016 NOFO. ***This requirement is for new EMPG funded Subrecipients or new county emergency management staff.*** Complete online courses and submit copies of certificates:

1. Introduction to Incident Command System (ICS) – IS100
2. ICS for Single Resources and Initial Action Incidents – IS 200
3. National Incident Management System (NIMS), An introduction – IS 700
4. National Response Framework – An Introduction – IS 800

Training requirements apply to the following:

- County Emergency Managers/Coordinators (the above + ICS 300, ICS 400)
- Assistant or Alternate County Emergency Managers/Coordinators (the above + ICS 300, ICS 400)
- Staff who work directly for the County Emergency Manager and are "Paid". (Regardless of county or EMPG funding)
- Other county emergency agencies [as prescribed in the Governor's Executive Order] (must have the above)

5. Identify staff member responsible for county NIMS reporting. Complete NIMS reporting to KDEM by 10/01/2016.

EOC Readiness/Response & Recovery

Report on Statement of Work and Quarterly Performance Grant (EMPG02)

All EMPG02 Reports are due on the following:

- April 15th for 1st quarter (January-February-March)
- July 15th for 2nd quarter (April-May-June)
- October 15th for 3rd quarter (July-August-September)
- January 15th for 4th quarter (October-November-December)

QUARTERLY EMERGENCY MANAGEMENT PERFORMANCE GRANT REPORT (EMPG03)

QUARTERLY PERFORMANCE REPORTS

Each Subrecipient is required to submit a Quarterly Performance Report (EMPG03) for each quarter. The purpose of this form is to report emergency management dollars supported by the Emergency Management Performance Grant (EMPG). The Subrecipient must provide as much activity information as possible in order to document the totality of the activities carried out in support of the grant funds received.

Reports are due on the following:

- January 15th for 1st quarter (January-February-March)
- April 15th for 2nd quarter (April-May-June)
- July 15th for 3rd quarter (July-August-September)
- October 15th for 4th quarter (October-November-December)

ANNUAL BUDGET FOR PERSONNEL & ADMINISTRATIVE EXPENSES (EMPG04)

Each Subrecipient is required to submit an Annual Budget for Personnel and Administrative Expenses. The purpose of the report is to document your County's projected annual EMPG and county expenditures.

2016 EMPG SUBRECIPIENT REIMBURSEMENT REQUEST FORM (EMPG05)

Reimbursement procedure

To receive reimbursement of eligible EMPG costs, Subrecipients must mail the **signed** EMPG Subrecipient Reimbursement Request Form(s) (EMPG04) along with necessary source documentation to KDEM. Reimbursement of Subrecipient expenditures requires determination of allowable cost and acceptable source documentation. The purpose of source documentation is to document what the expenditure was for and that expenditure did occur. Source documentation includes submission of copies of the original invoice to determine allowable cost and either a copy of payment record or pay stub.

Costs associated with law enforcement, fire, 911 or search and rescue cannot be included in the application budget. Although certain aspects of these activities intersect with emergency management for coordination, they are first-responder responsibilities with different funding sources. EMPG funding is for emergency management.

Reports are due on the following:

- April 15th for 1st quarter (January-February-March)
- July 15th for 2nd quarter (April-May-June)
- October 15th for 3rd quarter (July-August-September)
- January 15th for 4th quarter (October-November-December)

MONITORING

The Kansas Division of Emergency Management (KDEM) will perform EMPG grant monitoring. EMPG grant monitoring is designed to provide assistance to the Subrecipients both from a technical and programmatic standpoint, as well as to assist KDEM in identifying areas of need for Subrecipient support. Monitoring also is used to ensure the Subrecipient is complying with state and federal guidelines.

Monitoring visits

Monitoring visits may consist of programmatic, equipment, and financial review, or any combination thereof. The monitoring may take place by phone, review of documents submitted to KDEM and/or on-site visits. Subrecipients will receive at least 15 days' notice of on-site visits by KDEM. KDEM reserves the right to conduct multiple monitoring visits if irregularities exist in management of projects.

KDEM reserves the right to factor in monitoring visit discrepancies in determining whether or not to accept current FY Subrecipient reimbursement requests and/or to fund future FY Subrecipient projects.

APPEALS

Should a Subrecipient appeal an unfavorable action taken by KDEM, the following procedure will be used:

- Within 30 working days of the receipt of the notice of the action, the Subrecipient will submit to the KDEM Deputy Director a written notice of appeal. The notice of appeal should clearly identify the exact action that is being appealed and contain the relevant facts and explanations upon which the appeal is based.
- The KDEM Deputy Director will provide the Subrecipient with a written response within 30 working days of receipt of the notice of appeal. The determination by the Deputy Director is final.

SUBMISSION OF APPLICATION AND REPORTS

All SIGNED forms may be mailed, faxed, or scanned/emailed:

Mail:
Kansas Division of Emergency Management
Attn: Bret Rowe
2800 SW Topeka Blvd
Topeka, KS 66611

Fax:
(785) 274-1426
Attn: Bret Rowe

Scan/Email:
bret.a.rowe.nfg@mail.mil

Unsigned reports are considered incomplete. Sending duplicate reports (mailing/faxing/e-mailing the same report by more than one method) and sending reports via Registered Mail are not necessary and will result in a delay in processing your reports.

FORM SAMPLES AND INSTRUCTIONS

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) 2016 SUBRECIPIENT AGREEMENT/APPLICATION

INSTRUCTIONS FOR COMPLETION OF EMPG Application Form

FIELD 1:	Enter County
FIELD 2:	Enter Current EMPG Status of County
FIELD 3:	Briefly explain why the EMPG funds are needed to support the Emergency Manager/Coordinator's position or expenses
FIELD 4:	Check which description best describes the status of the Emergency Manager/Coordinator
FIELD 5:	List the names and position title of all Emergency Management-related Personnel whose Salary and Benefits expense will be charged to the grant project. DO NOT list all of your other EM-related personnel unless you will charge other general Emergency Management expenses (supplies, travel, other) to your EMPG grant project. Be sure to attach a current Position Description for each staff member funded with EMPG funds.
FIELD 6:	Briefly describe the method used to track staff time spent on emergency management activities paid with EMPG funds
FIELD 7:	Enter County's Emergency Management's Point of Contact Information. Also, Enter DUNS number associated with County's Emergency Management office. Information on DUNS numbers can be found at: https://www.whitehouse.gov/sites/default/files/omb/grants/duns_num_guide.pdf
FIELD 8:	Type or print Emergency Manager/Coordinator's name
FIELD 9:	Signature of Emergency Manager/Coordinator
FIELD 10:	Type or print Authorized Official's name
FIELD 11:	Signature of Authorized Official
FIELD 12:	Enter date of submission

APPLICATION FOR EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS 2012

Kansas Division of Emergency Management

Please contact Mark Turnbull (mark.o.g.mcwell@us.army.mil) at (785) 274-1405 if you have any questions regarding this application

1. County:	Field #1
2. EMPG Status	☐ Field #2 Current EMPG Program Participant ☐ New EMPG Program Participant

3. Briefly explain why these funds are needed to support the emergency manager/coordinator position:

Field #3

4. Select which description best describes the status of the emergency manager/coordinator: Field #4
   - ☐ Full time, permanent staff whose primary responsibility is as the emergency manager/coordinator
   - ☐ Emergency manager/coordinator duties are assigned to full time staff with other significant duties
   - ☐ Emergency manager/coordinator is a part time, or seasonal position, or contracted
   - ☐ Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

5. List the name and position title of each staff member whose position is funded through the EMPG Program, used as an EMPG Match, or supports the Emergency Management Program:

List EMPG Program Funded Staff/Support Staff:	Indicate full-time or Part-time:	If Part-time, indicate number of hours worked per week:
Name: Position: Field #5	Select one	
Name: Position:	Select one	
Name: Position:	Select one	
Name: Position:	Select one	
Name: Position:	Select one	
Name: Position:	Select one	
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Name: Position:	Select one	

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APPLICATION FOR EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS 2012

Kansas Division of Emergency Management

6. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirements:

Field #6

7. Complete the EMPG Annual Work Plan and attach to application.
8. County's Point of Contact
   - Name:
   - Address:

Field #7

   - Telephone Number:
   - Cel phone Number:
   - Fax Number:
   - Email Address.
9. Authorization to Submit Application:

By signature below, We agree to comply with the organization audit requirements of OMB Circular A-93, Audits of States, Local Governments, and Non-Profit Organizations. A copy of these audits must be sent to KDEM thirty (30) days upon receipt. We further agree to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments. We agree to comply with the requirements set forth by State Administrative Regulation 56-2-2 and comply with financial and performance reporting for this grant period.

We certify that we will accomplish the projected programs to the best of our ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program and/or other federally assisted programs.

Typed or Printed Name of Emergency Manager/Coordinator Field #8	Typed or Printed Name of Authorized Official Field #10
Signature of Emergency Manager/Coordinator Field #9	Signature of Authorized Official Field #11
KDEM Deputy Director	Date Submitted (MM/DD/YY) Field #12
Signature of KDEM Deputy Director	

NOTE: Please complete and attach the Annual Work Plan & Budget and obtain the signatures of the Emergency Management Director & Authorized official for the above certification. The Authorized Official is an individual who has been authorized by the governing body of the jurisdiction to apply for, accept, or decline grants on behalf of the jurisdiction or organization.

STATEMENT OF WORK & QUARTERLY PERFORMANCE REPORT (EMPG02)

INSTRUCTIONS FOR COMPLETION OF FORM EMPG02

FIELD 1: Enter the EMPG County
FIELD 2: Enter the quarter for which you are reporting
FIELD 3: Type or print Emergency Manager/Coordinator's name
FIELD 4: Signature of Emergency Manager/Coordinator
FIELD 5: Performance Report Comments for Completion and Submission
FIELD 6: Performance Report Comments for Submittal of Reimbursement form
FIELD 7: Select the appropriate "area" pertaining to the assigned activity
FIELD 8: List the Core Capability associated with the assigned activity
FIELD 9: Include any progress and performance comments pertaining to the activity

EMPG 2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT	
STATEMENT OF WORK AND QUARTERLY PERFORMANCE REPORT	
COUNTY	QUARTER #
Field #1	Field #2
COUNTY COORDINATOR'S NAME	PROJECT MANAGER SIGNATURE
Field #3	Field #4
ACTIVITY: PROGRAM ADMINISTRATION	PERFORMANCE REPORT COMMENTS
Complete and submit quarterly EMPG performance report	Field #5
Submit Reimbursement form to KDEM	Field #6

ACTIVITY:	AREA	CORE CAPABILITY	PROGRESS PERFORMANCE COMMENTS
Attend one KDEM sponsored planning workshop	Field #7	Field #8	Field #9
Conduct workshops on County Emergency Operations (COOP)			
Develop/enhance Continuity of Operations (COOP)/Continuity of Government (COG) plans			

EMPG02 1

QUARTERLY EMERGENCY MANAGEMENT PERFORMANCE GRANT REPORT (EMPG03)

INSTRUCTIONS FOR COMPLETION OF FORM EMPG03

FIELD 1: Enter the quarter for which you are requesting funds.
FIELD 2: Enter the EMPG County.
FIELD 3: Enter the name of the County Emergency Management Coordinator.
FIELD 4: Enter the amount your County is receiving from KDEM (this amount will be estimated per previous years until your County receives the actual amount)

The fields listed below are Grant Dollars Spent for the quarter (Expenditures being claimed on your EMPG grant allocation)

FIELD 5: POSITION TITLE: Enter the County Position Title
FIELD 6: EMPLOYEE NAME: Enter the County Employee who supports Emergency Management.
FIELD 7: BASE SALARY**:** Enter the amount of salary expense being claimed for the employee.
FIELD 8: FRINGE BENEFITS**:** Enter the amount of fringe benefits expense being claimed for the employee.
FIELD 9: QUARTERLY COMPENSATION: Total costs being claimed for employee's Base Salary and Fringe Benefits expense.
FIELD 10: TRAVEL: EMPG-eligible travel expenses being claimed for the quarter.
FIELD 11: OTHER COSTS: Pre-approved EMPG-eligible project costs being claimed for the quarter, as explained in EMPG Work Plan.

The fields listed below are County Dollars Spent for the quarter (Non-EMPG expenditures) [these are County Emergency Management dollars spent over and above what you are claiming on your EMPG grant allocation]

FIELD 12: POSITION TITLE: Enter the County Position Title
FIELD 13: EMPLOYEE NAME: Enter the County Employee who supports Emergency Management.
FIELD 14: BASE SALARY**:** Enter the amount of salary expense in excess of any being claimed on your EMPG grant allocation.
FIELD 15: FRINGE BENEFITS**:** Enter the amount of fringe benefits expense in excess of any being claimed on your EMPG grant allocation.
FIELD 16: QUARTERLY COMPENSATION: Total non-EMPG county expenses for listed employee's Base Salary and Fringe Benefits.
FIELD 17: TRAVEL: County Emergency Management travel expenses in excess of any being claimed on your EMPG grant allocation.
FIELD 18: OTHER COSTS: County Emergency Management expenses (other than salary/fringe benefits/travel) in excess of any being claimed on your EMPG grant allocation.
FIELD 19: SIGNED: Enter the signature of the person authorized to submit the reimbursement form.
FIELD 20: TITLE: Enter the title of the person signing the form.
FIELD 21: DATE: Enter the date the form was signed.

QUARTERLY EMERGENCY MANAGEMENT PERFORMANCE GRANT REPORT

Field #1

Year: 2012 Quarter: ☐ 1st (ending Mar. 31) ☐ 2nd (ending June 30) ☐ 3rd (ending Sept. 30) ☐ 4th (ending Dec. 31)

Please list below your county's emergency management expenditures and return by the 15th day after close of quarter.
KDEM is required by FEMA to show matching funds for EMPG grant dollars every quarter.
The information you provide below will help facilitate this requirement. Thank you for your assistance.

COUNTY: Field #2 COORDINATOR: Field #3

GRANT AMOUNT COUNTY RECEIVED FROM KDEM IN 2012				Field #4
GRANT DOLLARS SPENT (EMPG EXPENDITURES)				
PAYROLL				
POSITION TITLE	EMPLOYEE NAME	BASE SALARY	FRINGE BENEFITS	QUARTERLY COMPENSATION
Field #5	Field #6	Field #7	Field #8	Field #9
		EMPG PAYROLL TOTAL		
NON-PAYROLL				
TRAVEL (must provide documentation and include with reimbursement form; i.e. hotel receipt)				Field #10
OTHER COSTS (must provide documentation and include with reimbursement form; i.e. receipts)				Field #11
		EMPG TOTAL		#VALUE!
		REMAINING GRANT FUNDS		#VALUE!
COUNTY DOLLARS SPENT (NON-EMPG EXPENDITURES)				
PAYROLL				
POSITION TITLE	EMPLOYEE NAME	BASE SALARY	FRINGE BENEFITS	QUARTERLY COMPENSATION
Field #12	Field #13	Field #14	Field #15	Field #16
		NON EMPG PAYROLL TOTAL		
NON-PAYROLL				
			TRAVEL	Field #17
			OTHER COSTS	Field #18
		NON-EMPG TOTAL		#VALUE!
		QUARTERLY EMERGENCY MANAGEMENT TOTAL		#VALUE!

I certify that the information contained herein is true and accurate, and that supporting documentation is on file for review. I further certify that non-EMPG expenditures in excess of county received EMPG Grant dollars are available for use as soft match by Kansas Division of Emergency Management

Field #19 Field #20 Field #21

Emergency Manager Signature or Authorized Designee Title Date

ANNUAL BUDGET FOR PERSONNEL & ADMINISTRATIVE EXPENSES (EMPG04)

INSTRUCTIONS FOR COMPLETION OF FORM EMPG04

FIELD 1: Enter the grant year.
FIELD 2 : Enter the EMPG County.
FIELD 3: Enter the name of the County Emergency Management Coordinator.

The fields listed below are Proposed Grant Dollars to be Spent (Expenditures to being claimed on your EMPG grant allocation)

FIELD 4: POSITION TITLE: Enter the work title of the employee.
FIELD 5: EMPLOYEE NAME: Enter the name of the employee.
FIELD 6 : BASE SALARY**:** Enter the amount being requested for the employee.
FIELD 7: FRINGE BENEFITS**:** Enter the amount of the expense used towards benefits.
FIELD 8: ANNUAL COMPENSATION: Total up Base Salary and Fringe Benefits.
FIELD 9: EMPG PAYROLL TOTAL: An total of the EMPG Annual Compensation
FIELD 10: TRAVEL: Enter the projected travel expenses.
FIELD 11: OTHER COSTS: Other proposed EMPG-eligible costs (other than salary/benefits/travel expenses) to be pre-approved (attach details)
FIELD 12: EMPG TOTAL: Total of EMPG Payroll Total (Field #9), Travel (Field #10), and Other Costs (Field #11).

The fields listed below are Estimated County Dollars to be Spent (Non-EMPG Expenditures)[these are County Emergency Management dollars spent over and above what is to be claimed on your EMPG grant allocation]

FIELD 13: POSITION TITLE: Enter the work title of the employee.
FIELD 14: EMPLOYEE NAME: Enter the name of the employee.
FIELD 15: BASE SALARY**:** Enter the amount being requested for the employee.
FIELD 16: FRINGE BENEFITS**:** Enter the amount of the expense used towards benefits.
FIELD 17: ANNUAL COMPENSATION: Total up Base Salary and Fringe Benefits.
FIELD 18: NON-EMPG PAYROLL TOTAL: A NON-EMPG total of Annual Compensation
FIELD 19: TRAVEL: Enter the projected travel expenses.
FIELD 20: OTHER COSTS: Other estimated Emergency Management costs (other than salary/benefits/travel expenses) (attach details)
FIELD 21: NON-EMPG TOTAL: Total of NON-EMPG Payroll Total (Field #18), Travel (Field #19), and Other Costs (Field #21).
FIELD 22: EMERGENCY MANAGEMENT TOTAL ANNUAL BUDGET: This is to include the EMPG Total (Field #12) and NON-EMPG Total (Field #21). This amount should meet or exceed the total of your county Emergency Management budget for the calendar year.
FIELD 23: SIGNED: Enter the signature of the person authorized to submit the reimbursement form.
FIELD 24: TITLE: Enter the title of the person signing the form.
FIELD 25: DATE: Enter the date the form was signed.

Upon completing full reimbursement of your allocation, or at the end of the program period, KDEM will send out a close-out notification advising of the closure of the Sub-grant.

State of Kansas
Adjutant General's Department
Kansas Division of Emergency Management

Annual Budget for Personnel & Administrative Expenses

Year: FIELD #1

Please list below your county's annual emergency management budget and submit to KDEM

COUNTY: FIELD #2 COORDINATOR: FIELD #3

GRANT DOLLARS (PROJECTED EMPG EXPENDITURES)				
PAYROLL				
POSITION TITLE	EMPLOYEE NAME	BASE SALARY	FRINGE BENEFITS	ANNUAL COMPENSATION
FIELD #4	FIELD #5	FIELD #6	FIELD #7	FIELD #8
		EMPG PAYROLL TOTAL		FIELD #9
NON-PAYROLL				
			TRAVEL	FIELD #10
			OTHER COSTS	FIELD #11
		EMPG TOTAL		FIELD #12

COUNTY DOLLARS (PROJECTED NON-EMPG EXPENDITURES)				
PAYROLL				
POSITION TITLE	EMPLOYEE NAME	BASE SALARY	FRINGE BENEFITS	ANNUAL COMPENSATION
FIELD #13	FIELD #14	FIELD #15	FIELD #16	FIELD #17
		NON-EMPG PAYROLL TOTAL		FIELD #18
NON-PAYROLL				
			TRAVEL	FIELD #19
			OTHER COSTS	FIELD #20
		NON-EMPG TOTAL		FIELD #21
		EMERGENCY MANAGEMENT TOTAL ANNUAL BUDGET		FIELD #22

I certify that the information contained herein is true and accurate, and that supporting documentation is on file for review.

FIELD #23	FIELD #24	FIELD #25
Emergency Manager Signature or Authorized Designee	Title	Date

EMPG04

2016 EMPG SUBRECIPIENT REIMBURSEMENT REQUEST FORM (EMPG05)

INSTRUCTIONS FOR COMPLETION OF FORM EMPG05

FIELD 1: Enter the quarter for which you are requesting reimbursement from.
FIELD 2: Enter the EMPG County.
FIELD 3: Enter the name of the County Emergency Management Coordinator.

The fields listed below are Grant Dollars Spent (Expenditures being claimed on your EMPG grant allocation)

FIELD 4: DATE PURCHASED: Enter the date the EMPG item was purchased/expense occurred.
FIELD 5: ITEM DESCRIPTION: Enter a few words that describe the expense.
FIELD 6: PERSONNEL/SALARY**:** Enter the amount of the salary/benefit expense that is defined as personnel cost, as explained in the EMPG Work Plan section of this handbook.
FIELD 7: OPERATIONS: This includes pre-approved EMPG-eligible costs to operate the county emergency management agency, as explained in the EMPG Work Plan section of this handbook.
FIELD 8: TRAVEL: Travel costs are allowable as expenses by employees who are on travel status for official business related to prior-approved training.
FIELD 9: TOTAL: An EMPG line total of Personnel/Salary, Operations, & Travel
FIELD 10: SIGNED: Enter the signature of the person authorized to submit the reimbursement form.
FIELD 11: TITLE: Enter the title of the person signing the form.
FIELD 12: DATE: Enter the date the form was signed.

Please note that Subrecipient payments can only be disbursed once the state receives the entire 2016 EMPG grant award from FEMA and subsequent accounting with the Kansas Department of Administration is completed.

Subgrantee Reimbursement Request Form

Field #1

2017 ☐ 1st (ending Mar. 31) ☐ 2nd (ending June 30) ☐ 3rd (ending Sept. 30) ☐ 4th (ending Dec. 31)

Please list below your county's emergency management expenditures, sign, and return by the 15th day after close of the quarter to Kansas Division of Emergency Management.

Kansas Division of Emergency Management is required by FEMA to show matching funds for EMPG grant dollars every quarter. The information you provide helps facilitate this requirement. Thank you for your assistance!

COUNTY: Field #2 COORDINATOR: Field #3

GRANT DOLLARS SPENT (EMPG EXPENDITURES)					
Date Purchased	Item Description	Personnel / Salary	Operations	Travel	TOTAL
Field #4	Field #5	Field #6	Field #7	Field #8	Field #9
QUARTERLY EMERGENCY MANAGEMENT REIMBURSEMENT TOTAL					

I certify that the information contained herein is true and accurate and supporting documentation is included (e.g. receipts, pay stubs). I further certify that non EMPG expenditures in excess of county received EMPG Grant dollars are available for use as soft match by Kansas Division of Emergency Management.

Field #10 Field #11 Field #12

Emergency Manager Signature or Authorized Designee Title Date

EMPG25

Training Documentation Form

EMPG County Training Requirements Report Form 2012

County:	
Date of Submission:	
Submitted by:	

Indicate below the training completion date for all personnel assigned to the county emergency management office. Attach the supporting documentation for each course completion of each staff member using the attached documentation form. If additional space is needed for personnel, please duplicate this page.

First & Last Name, Position				
Course	Completion Date	Completion Date	Completion Date	Completion Date
ICS100 Introduction to ICS				
ICS200 Basic ICS				
IS700 Introduction to NIMS				
IS800 National Response Framework				
IS139 Exercise Design				
IS230 Emergency Management Fundamentals				
IS235 Emergency Management Planning				
IS240 Leadership & Influence				
IS241 Decision Making & Problem Solving				
IS242 Effective Communications				
IS244 Developing & Managing Volunteers				

SAMPLE

FOR KDEM USE ONLY

Received by: Date:	
Reviewed by: Date:	
Approved or Corrective Action:	

EMPG County Training Requirements 2012

Report Form

EACH Emergency Management Employee needs to sign and complete the trainings.

By my signature, I attest that the documents accurately reflect training completed by me. Attached is the supporting documentation for the completed training courses.

Date:	
Name (print):	
Signature:	

SAMPLE

Remember to attach your certificates or FEMA transcript.

Submit documentation by:
Mail: Kansas Division of Emergency Management
Marlo Lunsford, EMPG Program Manager
2800 SW Topeka BLVD
Topeka, KS 66611
Fax: (785) 274-1426
Email: marlo.g.newell@us.army.mil

FOR KDEM USE ONLY

Received by: **Date:**	
Reviewed by: **Date:**	
Approved or Corrective Action:	

APPLICATION FOR EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS

Kansas Division of Emergency Management

2016

Please contact Bret Rowe (bret.a.rowe.nfg@mail.mil) at (785) 646-1405 if you have any questions regarding this application.

1. County:	Franklin
2. EMPG Status:	Current EMPG Program Participant New EMPG Program Participant

3. Briefly explain why these funds are needed to support the emergency manager/coordinator position:

Funding is needed to continue supporting the Emergency Management Program in Franklin County by allowing two full time personnel to update plans, plan and implement exercise, provide training for first responders and provide public education for disaster preparedness and response.

4. Select which description best describes the status of the emergency manager/coordinator:
   - Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
   - Emergency manager/coordinator duties are assigned to full-time staff with other significant duties
   - Emergency manager/coordinator is a part-time, or seasonal position, or contracted
   - Emergency manager/coordinator duties are assumed as needed by other staff or elected officials

5. List the name and position title of each staff member whose position is funded through the EMPG Program, used as an EMPG Match, or supports the Emergency Management Program:

List EMPG Program Funded Staff/Support Staff:	Indicate Full-Time or Part-Time:	If Part-Time, indicate number of hours worked per week:
Name: Alan Radcliffe Position: Director	Full Time	
Name: Thomas Winter Position: Coordinator	Full Time	
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		
Name: Position:		

6. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirements:

   The Human Resources department tracks salaries and benefits through payroll and provides a quarterly report to KDEM.

7. Complete the EMPG Initial Annual Work Plan (Statement of Work) and attach to application.
8. County's Point of Contact:
   - Name: Alan Radcliffe
   - Address: 305 S Main
     Ottawa, KS 66067
   - Telephone Number: 785-229-3505
   - Cellphone Number: 785-418-3016
   - Fax Number: 785-229-3502
   - Email Address: aradcliffe@franklincoks.org
9. County DUNS Number: 076270719
10. Authorization to Submit Application:

By signature below, We agree to comply with the organization audit requirements of 2 C.F.R. Part 200 (formerly OMB Circular A-133), Audits of States, Local Governments, and Non-Profit Organizations. A copy of these audits must be sent to KDEM thirty (30) days upon receipt. We further agree to comply with the standards put forth in 2 C.F.R. Part 200 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments. We agree to comply with the requirements set forth by State Administrative Regulation 56-2-2 and comply with financial and performance reporting for this grant period.

We certify that we will accomplish the projected programs to the best of our ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program and/or other federally assisted programs.

Typed or Printed Name of Emergency Manager/Coordinator Alan Radcliffe	Typed or Printed Name of Authorized Official Richard Howard, BoCC Chairman
Signature of Emergency Manager/Coordinator	Signature of Authorized Official
Typed Name of KDEM Deputy Director Angee Morgan	Date Application Submitted to KDEM (MM/DD/YYYY)
Signature of KDEM Deputy Director	

NOTE: Please complete and attach the Proposed Annual Work Plan (Statement of Work) & Budget forms, and also a current Position Description and updated Training report form for any EMPG-funded personnel listed above. Obtain the signatures of the Emergency Management Director & Authorized official for the signature blocks in the above certification. The Authorized Official is an individual who has been authorized by the governing body of the jurisdiction to apply for, accept, or decline grants on behalf of the jurisdiction or organization.

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Matthew Heyn
Department: Chief Exective Officer, Ransom Memorial Hospital
Date: 6/29/16

AGENDA ITEM NARRATIVE

Approve RMH Board Of Trustees Member Recommendation.

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

Franklin County Commissioners

Dear County Commissioners,

This letter is to inform you of my desire to continue as a Ransom Memorial Hospital Trustee for one more term. I am presently the Trustee's Finance Chairman. I believe that my skills as a CPA lend a skillset that the Trustees and Hospital Administration need.

Please give my reappointment for another term your consideration.

Yours very truly,

W. Keith Gaeddert

W. Keith Gaeddert

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Jon Holmes, Administrator
Department: Administration
Date: 06/18/2016

AGENDA ITEM NARRATIVE

Funding request in the amount of $5,000 from the City of Ottawa for the construction of a Teen Park.

BACKGROUND

Mgmt. Summary Attached

SPECIFIC ACTION REQUESTED

Direction from Board

ATTACHMENTS

Mgmt. Summary
Letter from the City Ottawa requesting funds
Franklin County Resolution 14-09

June 3, 2016

Franklin County Commissioners
1428 S. Main St., Ste 2
Ottawa, KS 66067

As members of the community, we want to start our newest campaign to improve play in Ottawa with you. We hope you'll consider partnering with us on what will be Ottawa's biggest and coolest park yet – a teen park! We can see the headlines now: "Ottawa Builds Best Teen Amenity in the Midwest".

The proposal is to build a teen park that will have a variety of amenities and that will draw our young people out for fun and challenge. While the park will be physically challenging for all abilities, it will be inclusive for those with disabilities. In addition to relocating our skate/bike park to the new location, there will be additional features. A sketch of the area is given to show those additions which include a challenge course.

With a three-phase construction over a three-year time span, the cost for the park is approximately $250,000. It will be located in the large, city-owned greenspace south of 15th Street across from Kanza Park. Most of the features will be close to the Prairie Spirit Trail, giving our young people access to the trail and also to nearby retail and restaurants. It is hoped that this highly visible location will give them a place to call their own while encouraging the healthy activity they need. We hope you can help make this dream a reality.

In the first phase, basketball courts and a zipline will be constructed. Approximately $30,000 of the necessary $84,000 is available for this phase. With a cost of $79,000, the second phase construction will include a pump track (see photo below) and a half-pipe for skaters. The third phase will finalize the park with the addition of a shelter, graffiti walls, and the cool agility course (see photo above).

We have several ongoing fundraisers, with funds to be dedicated to the Teen Park, including recycling ink cartridges, cell phones, digital cameras, and laptops. We continue to be very grateful for the funds raised from efforts such as these. However, with the goal of raising $55,000 in the winter/spring of 2015/6, our teens need your help.

We are making a personal request for a donation of $5,000 and we can meet with you and talk about how your help is essential to this project. Our Play Task Force members are also willing to do a group presentation that would give you more detailed information about this exciting project. Your contact will be from Sara Caylor in the next week or so. We appreciate your consideration for the above contribution to help us build this playground in 2016! Please contact me at scaylor@ottawaks.gov if you have any questions.

Thank you for your interest in helping our community to thrive and for making our future better by investing in our teens!

Sincerely,

Sara Caylor

Sara Caylor

Play builds
the kind of
free-and-easy,
try-it-out,
do-it-yourself
character that
our future needs.

James L. Hymes Jr.

Teen Park

Bold Goal

- Reduce alcohol and drug use in USD290 by 8% by 2020
  - Lack of Drug Free Social Opportunities – is one of opportunities, including smoke free area
- Big Idea – Prioritizing Teens for Increased Physical Activity, Social Development, and PLAY
- This is a complement to other initiatives including enforcement, education, etc.

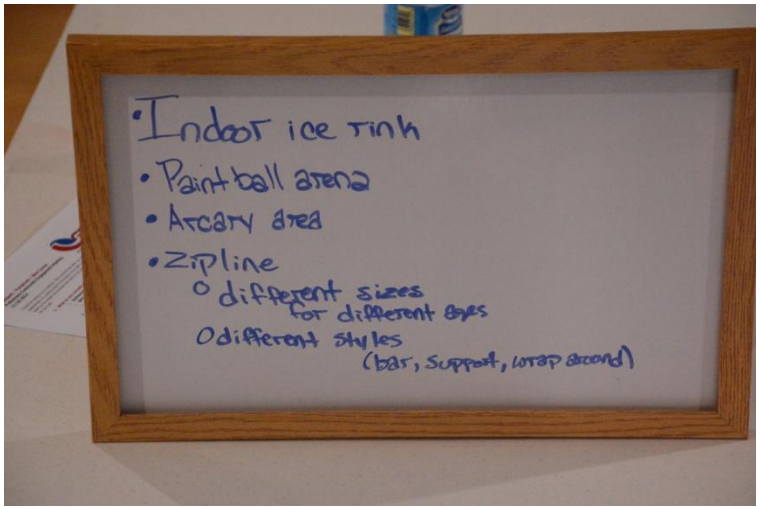
Issues

- Health
  - Drugs
  - Alcohol
  - Drinking
  - Smoking
- Societal
  - Vandalism
  - Risk-taking other ways

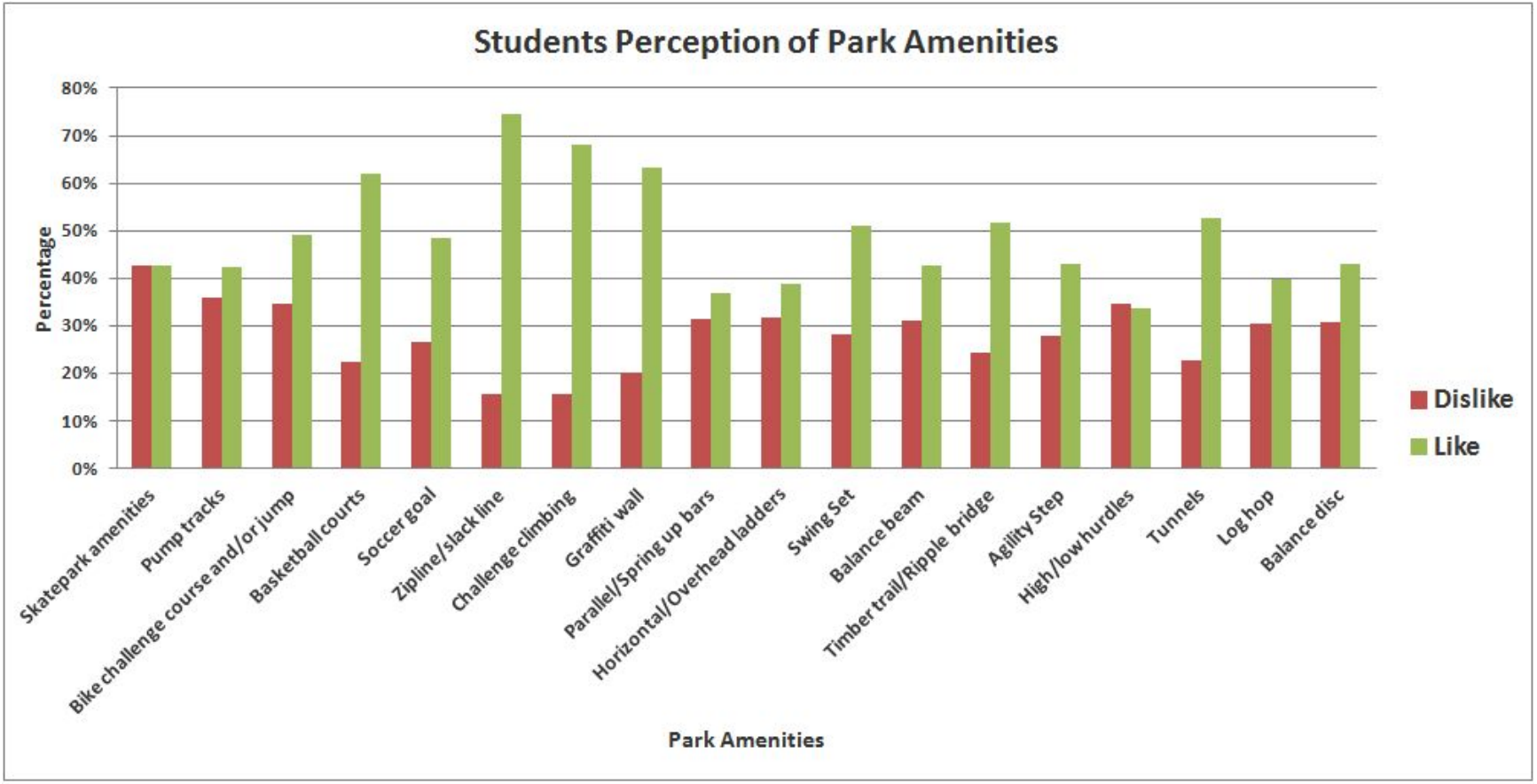
Opportunities

- Physical Activity
- Elements of Risk/Challenge
- Showmanship/Being seen
- Sense of Community Cares/Investment
- Want to Remain or Return to Community

Teens Involved



Survey Results



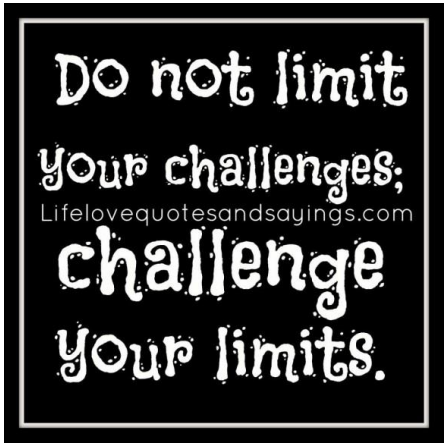
Big Idea

- Create Teen Adventures Area to encourage healthy, active lifestyle .
- Ensure that this alternative activity provides the opportunity to be social, visible (show-off), build skills, increase activity, practice risks with jumps, etc., fuel independence and self actualization.

Top Amenities

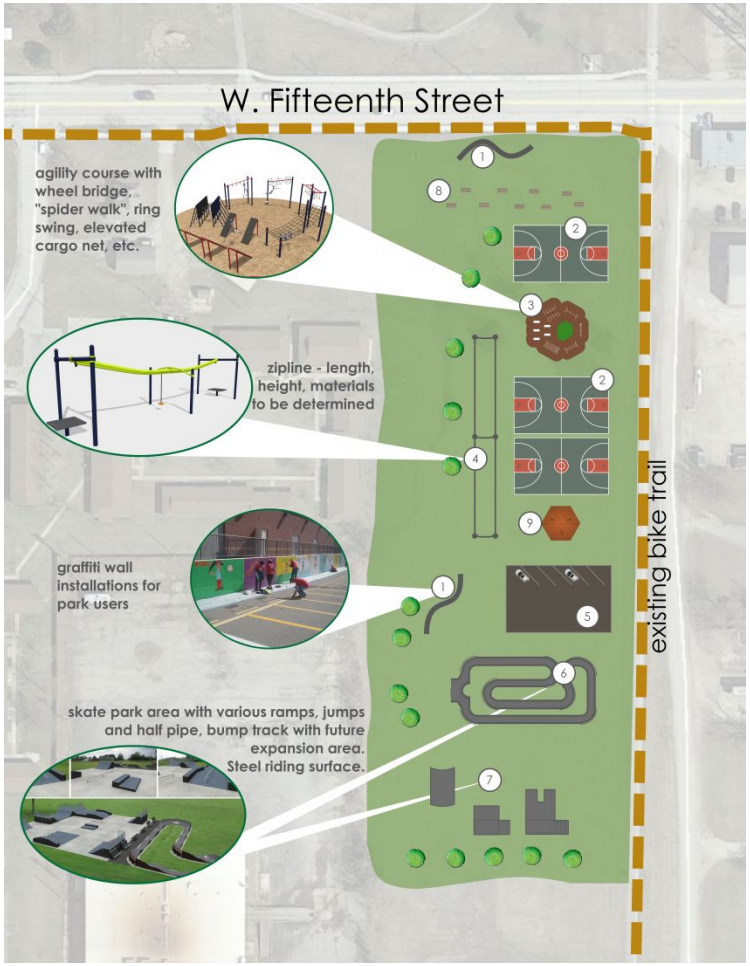
Skate/BMX Park

Challenge Course



Proposed Location – W 15th St. view

Proposed Location – Aerial view



Next Step -Fundraising

- Phasing – 3 Phases
  - First Phase – Zip Line, Move Skate Park, Basketball
  - Second Phase – Pump Track, Half Pipe
  - Third Phase – Agility Course, Shelter, & More
- Naming Gifts
  - Range from $3,000-$50,000 (Park itself)
  - OMS Students first gift – $1535
  - Basketball Court – Bill Henningsen Memorial
  - City Pledged - $50,000 of $215,000

Questions/Suggestions?

Thank you!

Be Playful today!

Franklin County
Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Jim Ogle
Department: Freedom's Frontier National Heritage Area Executive Directo
Date: 6/29/16

AGENDA ITEM NARRATIVE

Receive Presentation On The Non-Competitive Heritage Grant Program For Franklin County Historical Society.

BACKGROUND

SPECIFIC ACTION REQUESTED

ATTACHMENTS

DOUGLAS COUNTY COMMISSIONERS
Douglas County Courthouse
1100 Massachusetts Street, Unit 203
Lawrence, KS 66044-3064
(785) 832-5268 Fax (785) 832-5148
www.douglas-county.com

June 23, 2016

Franklin County Board of Commissioners
1428 S Main Street
Ottawa, KS 66067

Dear Commissioners,

I apologize for being unable to attend your meeting on June 29. I have a meeting conflict that couldn't be changed, unfortunately.

Please let me share my genuine enthusiasm for the "pass through" funding program with Freedom's Frontier National Heritage Area. Douglas County has passed through funds for its historical societies as well as various heritage grants for several years now with only good results.

Simply put, for every dollar Douglas County passes through Freedom's Frontier, an equal number of federal dollars is awarded back to Freedom's Frontier for its operations in our 41 county, federally recognized heritage area.

Here's how the pass through works for Douglas County:

Every year Douglas County allocates money from its budget to its historical societies. In order to accomplish the pass through, a check is cut by the county and made out to "Freedom's Frontier National Heritage Area" in the amount the historical society is owed. These are considered to be "local matching dollars" for Freedom's Frontier. Upon receipt of that check, the director of Freedom's Frontier immediately cuts a check of like amount to the county's historical societies so they are paid what they are owed quickly--and in just the same amount--but with a check that originates from Freedom's Frontier. Doing this allows Freedom's Frontier to pull down dollar-for-dollar its allocated federal funds. For every local matching dollar, a federal dollar will be released to Freedom's Frontier.

There is no cost to the county and no significant loss in time of payment to the historical societies. And, now, Freedom's Frontier is providing an incentive to encourage partners to pass through local matching dollars, awarding up to 10% additional dollars on the local match. So a $1,000 local match ultimately becomes $1,100—an extra hundred dollars awarded by Freedom's Frontier for your historical society to work with. A rare win-win!

I know that Jim Ogle, CEO of Freedom's Frontier, will present this information to you in more detail, but please know that our county has worked with this pass through system for several years now and we're very pleased that we can find a double benefit for our taxpaying citizens: ensuring the vibrancy of our county historical societies while also building up the programs and outreach of Freedom's Frontier National Heritage Area which is important not just for our own county but for our whole region—both urban and rural populations.

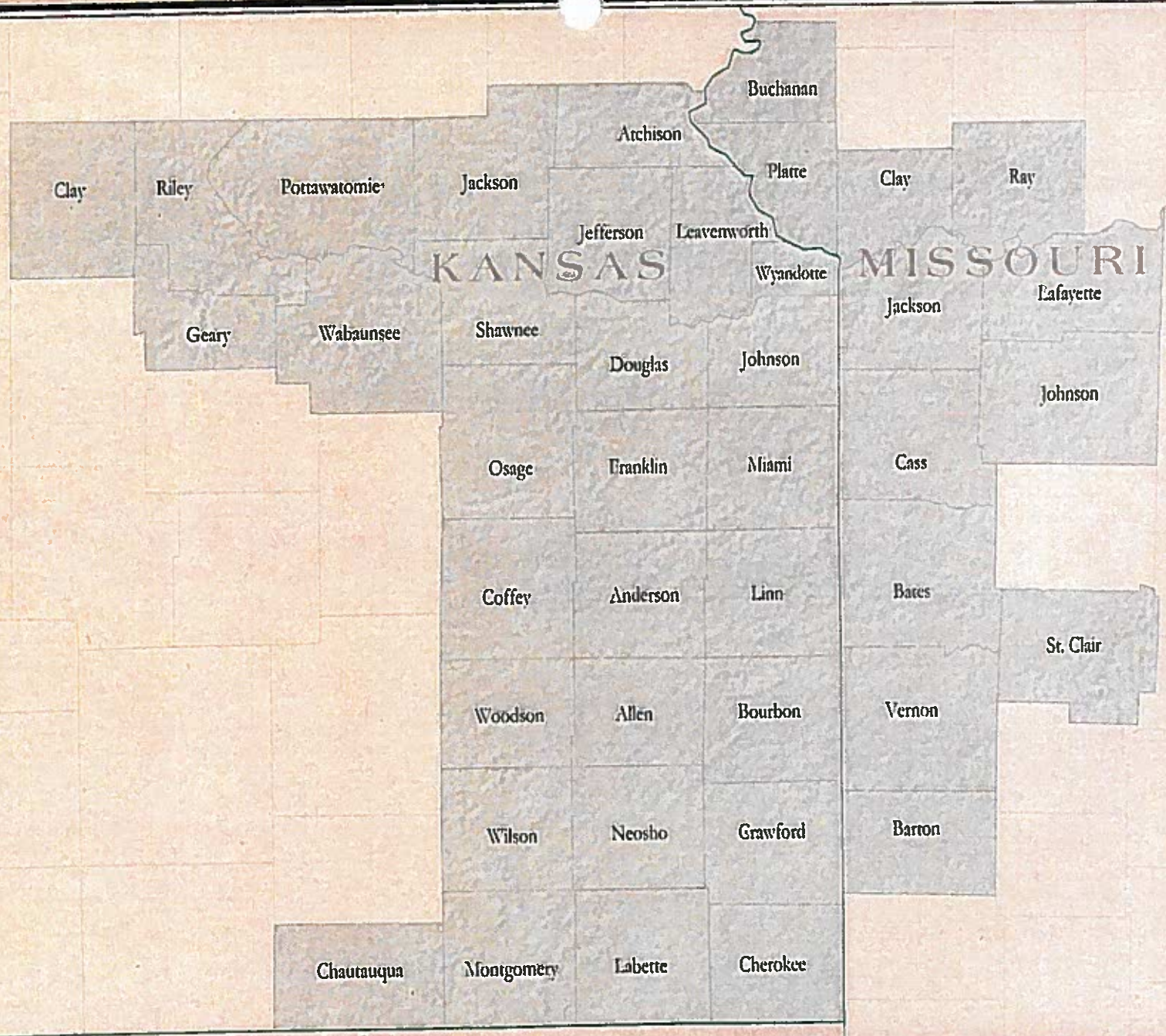
Please know I'd be happy to meet with any one or two of you for coffee any time to further explain any of this from the BOCC perspective. You can call me at 785-550-7754 any time, or email me at nthellman@douglas-county.com. Also, for more technical details you can talk with Jan Shupert-Arick (Douglas County Heritage Director) at 785-330-2878, or Sarah Plinsky (Assistant County Administrator) at 785-832-5329. They'll also be glad to help.

Thanks for considering this important program—and thanks also for your understanding of my absence. So sorry!

Nancy Thellman
Douglas County Commissioner
1100 Massachusetts St.
Lawrence, KS 66044
785-550-7754

Freedom's Frontier National Heritage Area
Non-Competative Heritage Grant Partners

Partner		***Amount***
Douglas County	$	329,000.00
Riley County	$	58,000.00
Lexington, MO	$	33,000.00
City of Topeka Heritage Tourism	$	30,000.00
City of Topeka Heritage Grant	$	77,000.00



BASE MAP

SCALE 1" = 25 miles

Freedom's Frontier
NATIONAL HERITAGE AREA

Freedom's Frontier
NATIONAL HERITAGE AREA

VISION FOR 2028

Freedom's Frontier National Heritage Area (FFNHA) is an internationally recognized region in western Missouri and eastern Kansas where a young nation's diverse definitions of freedom collided. Through sharing authentic and honestly interpreted stories, residents respect multiple views of freedom. Compelling learning experiences, interpretation, and preservation offer visitors and residents of all ages an understanding of the region's importance. Historically aware citizens collaborate to build diverse economies for current and future generations.

MISSION

Freedom's Frontier National Heritage Area (FFNHA) is dedicated to building awareness of the struggles for freedom in western Missouri and eastern Kansas. These diverse, interwoven, and nationally important stories grew from a unique physical and cultural landscape. FFNHA inspires respect for multiple perspectives and empowers residents to preserve and share these stories. We achieve our goals through interpretation, preservation, conservation, and education for all residents and visitors.

GOALS

1. Build awareness of the struggles for freedom that took place within the boundaries of Freedom's Frontier for current and future generations
2. Enhance, sustain and preserve the unique cultural and historic assets within our nationally important physical and cultural landscapes that fostered these stories.
3. Inspire tolerance and respect for multiple perspectives.
4. Empower residents to preserve and share our nationally important authentic stories in an engaging way.

GUIDING PRINCIPLES

1. We will be tolerant and respectful diverse stories from multiple perspectives.
2. We will respect property rights.
3. We will focus on authentic and engaging experiences.
4. We honor the region's peoples, past and present.
5. We appreciate unique cultural and historic assets within the nationally important landscape.
6. We will invest in community engagement, education, and empowerment.
7. We will sustain and grow a sense of place.
8. We value and protect the natural environment.
9. We will consider future generations in all actions.

Freedom's Frontier
NATIONAL HERITAGE AREA

The Struggles for Freedom on the Missouri/Kansas Border

Extraordinary events in the Freedom's Frontier National Heritage Area (FFNHA) forever changed America. In the nineteenth century, the nation turned its eyes to the Missouri/Kansas border, where peoples with diverse definitions of freedom collided, inciting and fueling the Civil War. The impact of these events is forever woven into the nation's fabric.

Shaping the Frontier:
For the half million pioneers who traveled on the Santa Fe, California, Mormon, and Oregon Trials, the Missouri/Kansas border was the jumping off point. In this place where river travel ended, traders, miners, and emigrants purchased provisions and prepared for long overland treks. As they traveled west, many began to see the "permanent" Indian frontier beyond Missouri's western border as an obstacle to Manifest Destiny.

Missouri/Kansas Border War:
When Kansas was opened for settlement in 1854, a border war ensured, capturing the nation's attention. The Kansas-Nebraska Act nullified the uneasy balance established by the Missouri Compromise and left the territory's future slave status in the hands of settlers. The stakes were high for both sides. The violence of the Missouri/Kansas Border War ushered in the Civil War, consumed the region in bloody conflict through war's end, and devastated communities on both sides of the border.

Enduring Struggles for Freedom:
The nation's struggle for freedom did not end with the Civil War. Though the war eliminated clashes over geography, efforts to break down society's barriers continue. Since the Civil War, this place has inspired national policies and ongoing efforts to secure equal freedoms for all Americans.

Freedom's Frontier provides new opportunities for visitors and residents to explore the evolving ideal and fundamental American value of FREEDOM.