**Fiscal Year (FY) 2024**





**Nonprofit Security**

**Grant Program (NSGP)**

**AGREEMENT**

**Between**

**Kansas Highway Patrol**

**And**

**Subrecipient (Your Nonprofit)**

**FEDERAL AWARD DATE: September 1, 2024**

**AGREEMENT TERMINATION DATE: May 31, 2027**

**AGREEMENT NSGP AMOUNT: $**

 **Agreement Maximum NSGP M&A Allocation (5% of NSGP Grant Amount): $**

**Federal Award Identification Number:** **EMW-2024-UA-05061**

**FY 2024 NSGP Grant Federal Period of Performance:**

**September 1, 2024, through August 31, 2027**

**Kansas Highway Patrol Unique Entity Identification Number (UEIN): R1QKJEJ8KWG3**

**Subrecipient (Your Nonprofit) UEIN:**

This agreement is between the Kansas Highway Patrol, hereafter referred to as the Grantor, and the (Your Nonprofit), hereafter referred to as the Subrecipient.

**It is mutually agreed that:**

1. The purpose of this agreement is to provide funds from the U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Federal Fiscal Year (FY) 2024 Nonprofit Security Grant Program (CFDA 97.008) grant award **EMW-2024-UA-05061** to integrate the preparedness activities of nonprofit organizations that are at high risk of a terrorist attack with broader state and local preparedness efforts.
2. This agreement, including attachments, may be amended and extended, as necessary. Such amendments shall be in writing and duly executed by Grantor and Subrecipient.
3. All subcontracts, agreements, and financial obligations of the Subrecipient, using funds from this agreement and entered into by the Subrecipient, must be approved by the Grantor prior to the execution of those subcontracts, agreements, and financial obligations.
4. Management & Administration (M&A) costs for Nonprofit Security Grant Program (NSGP) shall not exceed 5% of the total funds- the amount of **$**. M & A costs are to be subtracted from the amounts allocated for the NSGP grants if M & A is used by subrecipient.
5. Total reimbursement under this agreement shall not exceed the total amount allocated.Funding may be reduced, redirected, suspended, or terminated by the Grantor if the total amount awarded to the Grantor is reduced, redirected, suspended, or terminated by the federal government.
6. Commingling of federal grant funds under this agreement is prohibited.
7. During the term of this agreement, no project activities may be started, or associated expense claims reimbursed to the Subrecipient until this agreement has been signed by both parties and additional administrative requirements are met.

**Grantor agrees:**

* + - 1. To reimburse the Subrecipient within 45 days of receipt of reimbursement request from Subrecipient for authorized expenses and approved reimbursement requests that were incurred and are consistent with the proposed budget listed within the Nonprofit Security Grant Program (NSGP) Investment Justifications and guidelines along with federal and state regulations.
			2. To provide technical assistance to the Subrecipient regarding grant guidelines, procedures, and federal and state regulations upon reasonable request by the Subrecipient.

**Subrecipient agrees:**

1. Subrecipient shall submit and update quarterly progress and quarterly obligation to the Grantor. The Subrecipient’s failure to meet reporting or expenditure deadlines as specified below may result in the freezing or redistribution of grant funds:

|  |  |  |  |
| --- | --- | --- | --- |
| **Quarter Ending** | **Reporting Period** | **Quarterly Obligations** | **Quarterly Progress Reports** |
| March 31 | January 1 – March 31 | April 5 | April 15 |
| June 30 | April 1 - June 30 | July 5 | July 15 |
| September 30 | July 1 – September 30 | October 5 | October 15 |
| December 31 | October 1 – December 31 | January 5 | January 15 |

1. To comply with the “FY 2024 Agreement Articles,” “FY 2024 Special Conditions”, Contractual Provisions, and Single Audit Certification Letter, Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel, Policy Regarding Sexual Harassment, and Certification Regarding Immigration Reform & Control which are included and attached to this agreement.
2. To adhere to monitoring requirements of the Grantor, as defined in “FY 2024 Agreement Articles
3. To expend all funds awarded pursuant to this agreement in compliance with the FY 2024 Nonprofit Security Grant Program (NSGP) Guidelines under “FY 2024 Agreement Articles” and “FY 2024 Special Conditions.” In addition, any mobile or portable radio equipment purchased must possess sufficient channel capacity to accommodate programming of national interoperability channels as mandated by the Statewide Interoperability Executive Committee (SIEC). Following the statewide interoperability channel standard set forth by the SIEC, the national interoperability channels will be programmed in radio equipment purchased with grant funding at the time of purchase.
4. The Subrecipient will defend, indemnify, hold harmless, and save the Grantor and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this agreement or any contract entered into under this agreement or any activities funded by this agreement performed by the Subrecipient or their employees, agents, or subcontractors.
5. The Subrecipient shall keep an inventory of all equipment acquired with grant funds provided by the Grantor.

1. The Subrecipient shall account for equipment sold or transferred and obtain pre-approval from the SAA.
2. To make reimbursement requests as they are incurred and on a minimum of a monthly basis, if any billable project costs have been incurred.
3. All recipients agree to either submit proof of payment to selected vendor with their reimbursements or within forty-five (45) days after the reimbursement has been submitted.
4. To be responsible for costs exceeding the total allocation in this agreement.
5. To be responsible for any costs outside of the original Investment Justifications submitted in the competitive grant application without prior approval.
6. System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization’s name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provide in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov> .

**Subrecipient agrees:**

1. To abide by the Subrecipient Requirements attachment, that is included and attached to this agreement.

Failure of Subrecipient to comply with this agreement could result in penalties including, but not limited to, suspension of funds, termination of funds, and reimbursement to the Grantor of funds received by the Subrecipient. The Grantor may terminate this agreement upon written notice to the Subrecipient for failure to comply.

This agreement will be in effect once signed by all parties and will terminate on May 31, 2027.

**Signatures:**

Grantor Representative, Captain Amber Harrington Date

Subrecipient Representative Date

**FY 2024 AGREEMENT ARTICLES**

**Article I - Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article II - General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-daydeadline.

**Article III – Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

**Article IV - Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

**Article V -** **Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article VI – Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article VII - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article VIII – Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44C.F.R. Part 7.

**Article IX - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No.90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article X - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article XI - Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article XIII - Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. §200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XIV - Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA)must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.

**Article XV - E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article XVI - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XVII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XVIII – Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XIX - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

**Article XX - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXI - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a.

**Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.§§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute –as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article XXIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on <http://www.lep.gov>.

**Article XXIV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available onGrants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article XXV - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

**Article XXVII - Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**Article XXVIII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**Article XXIX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**Article XXX - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**Article XXXIII - Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

**Article XXXV - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

**Article XXXVI - Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

**Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

**Article XXXVIII - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

**Article XXXIX - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c.

**Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**Article XLI - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Article XLII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA’s EHP process is available on the DHS/FEMA Website at:https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article XLIV - Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions

**Article XLV - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by anon-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article XLVI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XLVII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article XLVIII - Summary Description of Award and Sub-programs**

The FY 2024 Nonprofit Security Grant Program (NSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the National Preparedness Goal. The NSGP provides funding support for statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack. The program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies. The terms of the approved Investment Justification(s) are incorporated into the terms and conditions of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post- award documents uploaded into FEMA GO for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Subawards and projects not listed in this Agreement Article are not approved for funding under this award.

This NSGP award is for $3,278,443 for the following subrecipients, subaward amounts, and projects listed below:

Subrecipient (Your Nonprofit), **$**

**Article XLIX - NSGP Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability associated with this project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

**Article L - Funding Hold: Additional Information Required**

FEMA has placed a funding hold on the following subawards, and $153,000 of Nonprofit Security Grant Program (NSGP) funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients for, and the subrecipients are prohibited from obligating or expending NSGP funds for the costs or activities identified below. The hold only applies to the amount of funds identified for each subaward below. To release this hold, the recipient must submit the additional information identified for the subawards listed below. Please contact your DHS/FEMA GPD Headquarters Preparedness Officer to receive further guidance on the steps required to release this hold.

**\*\*HOLD INFORMATION IF APPLICABLE\*\***

**FY 2024 SPECIAL CONDITIONS**

1. All recipients of financial assistance shall ensure compliance and/or alignment with NIMS (National Incident Management System). The list of objectives against which progress, and achievement are assessed and reported can be found at: <https://www.fema.gov/nims-training> and determined through the State Training Officer at the Kansas Division of Emergency Management (KDEM).
2. All recipients of financial assistance agree that they will ensure training is provided for equipment purchased with Non-Profit Security Grant (NSGP) funds.
3. All recipients of financial assistance agree to expend grant funds in compliance with the Kansas Highway Patrol’s Kansas Homeland Security Preparedness Grants Policy Manual, which shall be provided electronically by the Grantor.
4. All recipients of financial assistance agree to purchase only that equipment which is contained in the FY 2024 Authorized Equipment List (AEL) and listed in the approved Investment Justification. The list can be found at: <https://www.fema.gov/authorized-equipment-list>
5. All recipients of financial assistance shall comply with the enclosed State of Kansas Contractual Provisions Attachment.
6. All recipients of financial assistance shall comply with 2 CFR section 200.17 through 200.326.
7. All recipients of financial assistance shall comply with House Bill 2409, requiring that any contract being entered into by the State of Kansas must have the individual or company entering into the contract sign a certification that they are not currently engaged in a boycott of Israel. [http://kslegislature.org/li/b2018\_18/measures/documents/summary\_hb\_2409\_2018.pdf](http://kslegislature.org/li/b2017_18/measures/documents/summary_hb_2409_2017.pdf)
8. All recipients of financial assistance shall comply with the State of Kansas Policy Regarding Sexual Harassment and obtain a signed Agreement to Comply with the policy against sexual harassment, discrimination, and retaliation by all vendors receiving HSGP grant funding.
9. All recipients are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor

Recipient of financial assistance hereby acknowledges receipt and understanding of FY 2024 AGREEMENT ARTICLES and FY 2024 SPECIAL CONDITIONS:

Subrecipient Representative Date

Attested By: Date

State of Kansas

Department of Administration DA-146a

(Rev. 07-19)

**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. 07-19), 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 \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

 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 chargeshereunder, 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 thirty (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 ninety (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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person’s ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of person for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provision of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

 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, 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.

*Single Audit Certification Letter*

**RE: Subrecipient Audit Requirements of OMB Circular A-133**

Agreement between the Subrecipient (Your Nonprofit)

and the Kansas Highway Patrol under the Homeland Security Grant Program (CFDA: 97.008) for the period ending May 31, 2027, for $ in Nonprofit Security Grant Program funds.

Dear Nonprofit Security Grant Program Subrecipient:Subrecipient (Your Nonprofit)

The Kansas Highway Patrol is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Patrol to monitor our Subrecipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the Subrecipient’s organization.

Accordingly, we are requesting that you check one of the following boxes, provide all appropriate documentation regarding your organization’s compliance with the audit requirements, and sign/date the letter and return it to us as part of the Subrecipient’s grant agreement with the Patrol:

Name of Organization: Subrecipient (Your Nonprofit)

Federal Employer Identification Number (FEIN):

1. We have completed our OMB Circular A-133 audit for the fiscal year ended [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. A copy of the audit report and a schedule of federal programs by major program are enclosed. If material exceptions were noted, please enclose a copy of the responses and corrective actions taken.
2. We expect our OMB Circular A-133 audit for fiscal year ended [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] to be completed by [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. A copy of our audit report will be forwarded to the Patrol within 30 days of receipt of the report.
3. We are not subject to Circular A-133 audit because:
* We are a for-profit organization.
* We expend less than $500,000 in federal awards annually.
* Other [please explain]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type or Print Name Title

Date Signature

**Kansas Non-Profit Security Grant Program**

 **FY 2024**

**Subrecipient Requirements**

* Subrecipients are required to have an approved Environmental Planning and Historical Preservation Review (EHP) from Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) before any procurement activities can begin. There are few exceptions under the Non-Profit Security Grant (NSGP) where an EHP is not required. You will be notified if Subrecipient (Your Nonprofit) is one of the non-EHP required exceptions.

* Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them.

NSGP funds are awarded for specific Investment Justifications that were submitted at the time of application. NSGP is a competitive grant therefore it is very challenging to divagate from the original Investment Justifications. Only under extreme circumstances with advance permission will be required to divert allocated funding or remaining funding for items not listed in the original Investment Justifications. Purchases made without prior approval by DHS/FEMA will be denied and are the expense of Subrecipient (Your Nonprofit).

* The Subrecipient must provide adequate fidelity bond coverage where the Subrecipient lacks sufficient coverage to protect the Federal government interest (see OMB Circular A-110, Subpart C, paragraph 21(c); and OMB Circular A-122).
* Responsibilities include the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding expenditures disallowed by audits.
* Maintain records three years after the closeout of the project or projects by the Grantor and the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), pursuant to “FY 2024 Agreement Articles” and “FY 2024 Special Conditions.”
* Accounting systems must ensure that funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately. Subrecipient must be able to track funds by grant year and by grant programs.
* Subrecipient is responsible for timely submission of requests for reimbursement. Funds must be expended within 90 days of receipt by the Subrecipient.
* Submission of quarterly progress and quarterly obligation reports for updating progress on projects.
* Responsible for submission of subcontracts, prior to initiation of any work associated with the subcontract, assuring their accurateness and compliance with the grant guidance.
* Responsible for acquiring necessary approvals prior to purchases being made.
* Responsible for tracking equipment purchases to include item, serial number, end user, physical address of end user, type of equipment purchased, etc.
* Provision of financial reports to the regional council at regular intervals.
* Final expenditures must be made before May 31, 2027.

***Subrecipient Contact Information***

|  |  |
| --- | --- |
| Organization:  | Subrecipient (Your Nonprofit) |
| FEIN of Organization:  |  |
| Unique Entity Identification Number (UEIN): |  |
| Physical Address of Organization: |  |
| Mailing Address of Organization (if different): |  |
| Contact Person(s):  |  |
| Contact Phone Number(s): |  |
| Contact E-Mail(s): |  |

***Authorized Person Accepting Responsibility as Subrecipient***

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**CERTIFICATION OF COMPANY**

**NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

 As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Title of Contractor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company

**Policy Regarding Sexual Harassment**

**WHEREAS,** sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS,** state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS,** officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS,** the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE,** pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Date Printed Name

**CERTIFICATION REGARDING**

**IMMIGRATION REFORM & CONTROL**

 All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State’s option, may subject the contract to termination and any applicable damages.

 Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person’s participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

 At the State’s request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor’s compliance with any provision, duty, certification, or the like under the contract.

 Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Title of Contractor Date

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN**

**THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

**WHEREAS,** pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS,** a “covered foreign country” means any of the following: (1) The People’s Republic of China,

(2) The Russian Federation, or (3) any country that is a state sponsor of terrorism[1](#_bookmark0).

**WHEREAS,** foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS,** the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS,** the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE,** Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE,** and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

1 Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. https://[www.state.gov/state-sponsors-of-](http://www.state.gov/state-sponsors-of-)terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

**CONTRACTOR**

**Signature, Title Date**