Kansas Department of Health and Environment
Agreement for Annual Kansas School Nurse Conference

1. Parties to Agreement
   1.1. Kansas Department of Health and Environment [KDHE], and
   1.2. Kansas School Nurse Organization [KSNO].

The Parties agree to the following terms and conditions.

Purpose of Agreement — The purpose of this Agreement is to support collaboration in planning and production of an Annual Statewide Conference for Kansas School Nurses that provides workforce development opportunities for professional nurses employed by local agencies to provide health services to children attending Kansas schools, hereinafter referred to as the “Conference.”

1.3. KDHE Bureau of Family Health and KSNO are dedicated to improving access to, and quality of health services for, all children attending Kansas schools;

1.4. KSNO is a charitable organization, exempt from taxation under 501(c)(3) of the Internal Revenue Code, and acts as the primary voice for school nurses in Kansas;

1.5. KDHE, a Kansas governmental agency, is responsible for administering the Title V Maternal and Child Health (MCH) Services Program that focuses solely on improving the health of all mothers and children in Kansas. Within KDHE, responsibility for the MCH program is assigned to the Children & Families Section (C&F) of the Bureau of Family Health (BFH); and

1.6. KDHE and KSNO agree to jointly sponsor, through promotion, participation, and encouragement to school nurses and public health advocacy representatives with a purpose to cause the Conference to be non-profit and self-sustaining.

2. Period of Agreement — The term of this Agreement shall begin on October 1, 2014, and shall terminate on September 30, 2017. This may be renewed upon written agreement of the parties for an additional 3 year period.

3. Binding Appendices — The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]) and Appendix B, (Whistleblower and Debarment Certification) are hereby incorporated in this Agreement and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Agreement.

4. Annual Conference — Each year, a meeting of professionals (herein called the “Planning Committee”) will be convened by KSNO. Planning Committee members will consist of school nurses representing rural and urban school districts across Kansas, public health nurses who provide services within schools, private school nurses and members of KSNO and KDHE. Planning Committee responsibilities and governance includes:

4.1. Overall planning for topics, speakers, continuing education, conference revenue and budget, attendee participation, special events, and selection of venue and facilitation vendor(s).

4.2. Decisions will be made by a majority of the Planning Conference Committee members in attendance at a meeting wherein vote is taken. No proxy voting shall be permitted, but the meeting may be conducted either in person, by telephone or other electronic means.

4.3. KDHE and KSNO will use its best efforts to promote attendance, meaningful program content, and important and stimulating continuing education opportunities sufficient to meet state requirements for same.
5. In addition to soliciting professionals outside of the membership or staff of KDHE and KSNO, KDHE and KSNO will send its own representatives to annual planning meetings, as follows:
   
   5.1. A Planning Committee member need not be a member of either KDHE or KSNO.

   5.2. Planning Committee members may be given a stipend for specific services (i.e. speaking), travel expenses and/or other expenses as approved by the Planning Committee.

6. KSNO will be responsible for contracting for Annual Conference facilitation and venue, and will segregate from its regular accounts and protect by restrictive resolution sufficient funds for satisfaction of Conference expenses, both as realized and as contracted for future Conferences. In carrying out this responsibility, KSNO will:

   6.1. Execute annually the Planning Committee-approved facilitation contract with the selected vendor;

   6.2. Advance such deposit to the selected facilitator as may be required, if any;

   6.3. Execute Planning Committee-approved venue contracts for future Conferences up to four years in the future;

   6.4. Maintain in self-restricted account(s) sufficient funds to meet at least 90% of contracted/estimated costs, both venue and facilitation, at all times.

7. **Amendment** – The terms of this Agreement may be amended upon the execution of a document, signed by both Parties, referencing this provision and detailing the changed terms.

8. **Notices** – Notices shall be in writing and shall be effective upon receipt. Written notices including reports and other written communications required by this Agreement shall be sent to:

   **KDHE**: Traci Reed, Director  
   KDHE Bureau of Family Health  
   1000 SW Jackson Street, Suite 220  
   Topeka, KS 66612-1367  
   treed@kdheks.gov

   **KSNO**: Katrina Benyshek, President  
   Kansas School Nurse Organization  
   PO Box 782584  
   Wichita, KS 67278-2584  
   kbenyshek@ulysses.org

9. **Termination** – A Party may terminate this Agreement in any year following the conclusion of that year’s Annual Conference and before the planning meeting for the next Annual Conference. Notice of such termination shall be provided in writing, signed by an authorized representative of the terminating entity, and delivered not less than one week prior to the initial Planning Committee meeting for the ensuing year’s conference.

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**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT**

By:  

Robert Moser, MD, Secretary  
10/30/14  
Date

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**KANSAS SCHOOL NURSE ORGANIZATION**

By:  

Katrina Benyshek, President  
10-7-2014  
Date
Appendix A

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 ___ 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 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 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 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 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 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; (f) if it is determined that the contractor has violated 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 attorneys fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6003), and any provision shall be given effect that attempts to comply with the reporting requirements above or if the contractor is guilty of any violation of such acts.

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

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document; "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

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

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

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

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.