



## **DCF Grant Request for Proposal (RFP)**

***Self-Advocacy: Cross Disability Advocacy***  
*DCF – Kansas Council on Developmental Disabilities (KCDD)*

*Release Date: 5/11/2017*

***Due Date: 6/16/2017***

*Contact: DCF Grant Manager  
Office of Grants and Contracts  
Kansas Department for Children and Families  
DCF Administration Building  
555 S. Kansas Ave., 5<sup>th</sup> Floor, Topeka, KS 66603  
[dcf.grants@dcf.ks.gov](mailto:dcf.grants@dcf.ks.gov)*

*Strong Families Make a Strong Kansas*

# REQUEST FOR PROPOSAL

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## **I. OVERVIEW**

The Kansas Department for Children and Families (DCF) and the Kansas Council on Developmental Disabilities (KCDD) announce the release of a Request for Proposal (RFP) for Self-Advocacy: Cross Disability Advocacy that will address KCDD goals and objectives. The applicant should demonstrate an expertise in areas of self-advocacy for individuals with Intellectual/Developmental Disabilities (I/DD), and have a demonstrated proficiency in collaboration with other agencies and organizations, including the leveraging of other resources.

All proposals must be consistent with KCDD goals and objectives as defined at [www.kcdd.org](http://www.kcdd.org). The projects must be well planned and easily understood. The ultimate outcome of the project should support ideas, expand best practices, improve services and supports, and enhance capacity building that will contribute to sustainable system change of individuals with I/DD.

Eligible applicant agencies include: any agency from the State of Kansas—State and local government agencies; non-profit, not-for-profit organizations, including faith-based and community organizations; associations; universities and colleges; for profit organizations; and hospitals. Organization/organizations must have the ability to make a regional or statewide impact.

### **Timeline for RFP**

Release of Request for Proposal	5/11/2017
Written Questions from Potential Grant Applicant Agencies due by 2 p.m. CST	5/26/2017
<b>Grant Applications due <u>no later than 2 p.m.</u> CST</b>	<b>6/16/2017 to:</b> DCF Grant Manager Office of Grants and Contracts Department for Children and Families DCF Administration Building 555 S. Kansas Ave., 5 <sup>th</sup> Floor Topeka, Kansas 66603
Grant Year	Sept. 1, 2017 to Sept. 30, 2018

**If you have questions regarding this RFP, please contact:**  
DCF Grant Manager via e-mail at [dcf.grants@dcf.ks.gov](mailto:dcf.grants@dcf.ks.gov)

## **II. FUNDING OPPORTUNITY / PROGRAM BACKGROUND**

KCDD provides funding to any agency from the State of Kansas—state and local government agencies; non-profit, not-for-profit organizations, including faith-based and community organizations; associations; universities and colleges; for profit organizations; and hospitals for cross disability self-advocacy efforts. Applicants must successfully communicate a comprehensive approach to cross disability self-advocacy as it relates to the implementation of the program's standards.

### **Program Philosophy**

Kansans with I/DD should participate in cross disability self-advocacy efforts so that they may choose the life they wish to live in the communities of their choice. KCDD supports people of all ages with developmental

disabilities so they have the opportunity to make choices regarding their participation in society and their quality of life.

### **Purpose, Goals and Objectives**

People with Intellectual/Developmental Disabilities (I/DD), along with all people regardless of ability, must have the right to act as a self-advocate and exercise their rights as citizens by communicating for and representing themselves, sometimes with supports, as necessary. They must have a voice in decision-making in all areas of their daily lives and in public policy decisions that affect them. Without self-advocacy skills, people with I/DD have experienced powerlessness and isolation resulting in loss and denial of basic human rights, segregation, and discrimination in almost all areas of personal and community life. Cross disability advocacy efforts should result in an increase of rights and responsibilities as citizens, such as the right to vote; development of leadership skills; confidence in their own abilities in making financial /medical decisions; using their expertise as people living with disabilities to educate others with disabilities; development of problem-solving techniques, and involvement in group decision-making; and involvement on boards and task forces and with policymakers at the local, State and national level.

**Self-Advocacy:** People with developmental disabilities need flexible supports to enable them to live and meaningfully participate in their communities, and there is a continuing need to address the barriers to self-direction. More effort is needed to support self-advocates, including the following:

- Support to ensure opportunity to exercise leadership training activities by self-advocates (as per federal mandate)
- Engagement in cross disability coalition building and advocacy efforts
- Support of long-term cultivation of advocacy efforts across the lifespan
- Support and collaboration between organizations and with network partners to increase public knowledge of best practices leading to more informed choice and community engagement

**Objective 2:** Yearly, KCDD works collaboratively with a statewide self-advocacy organization, Disability Rights Center of Kansas (DRC), and the Kansas University Center for Excellence in Developmental Disabilities (UCEDD) to increase the number of individuals with I/DD active in public policy, advocacy, cross disability and culturally-diverse leadership activities.

**Objective 3:** By 2021, KCDD will work collaboratively with UCEDD and DRC to increase access and availability of best practices research, resources and self-advocacy tools and information for self-advocates, their families and supports.

**Expected Key Activities:** Project proposals should address, but are not limited to, Key Activities identified in the KCDD 2017 Annual Work Plan: <http://www.kcdd.org/wp-content/uploads/2012/11/Annual-State-WorkPlan-2017-.pdf>

### **Objective 2 Key Activities:**

1. Provide assistance and support to cross disability events, ensuring full inclusion of the I/DD population.

### **Objective 3 Key Activities:**

1. Provide information and training (written material, website and social media) on resources available to self-advocates, their families and their supports on Self Determination.

A copy of the KCDD 2017-2021 Five Year Plan and be downloaded and viewed at: <http://www.kcdd.org/wp-content/uploads/2016/11/5YR-PLAN-2017-2021-FINAL-as-per-SG-8-17-2016.pdf>

### **Program Outcomes**

1. 15 self-advocates will attend events that will increase their engagement in personal, collaborative and civic leadership.
2. Self-advocates with I/DD will have a greater understanding of culturally-diverse and cross-disability issues.
3. There will be a culturally diverse increase in the knowledge and understanding of I/DD issues across disabilities.
4. People with I/DD will become more engaged in civic leadership activities that cross the disability spectrum.

## **III. AWARD INFORMATION**

### **Funding Information**

KCDD will award this grant using federal funds allocated for grant purposes to fulfill KCDD mission.

### **Award Amount and Length**

Award(s) will be issued for the funding period of Sept. 1, 2017 to Sept. 30, 2018, with a maximum award amount of \$10,000 per year, with options for up to four (4)-one (1)-year renewals thereafter. Awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law.

### **Allowable Uses of Funds**

Any equipment or technology purchased with KCDD funds for an individual to obtain employment must remain the property of the individual. Council funds may NOT be used for capital expenditures or acquisition (construction, remodeling or purchase of buildings).

Please note that DCF grant awards are reimbursement-based. Grantee agencies will be required to submit regular financial reports itemizing costs incurred, and will be reimbursed accordingly. Please also note that the use of funds must meet all federal and/or State requirements, including those contained in the Specific Terms and Conditions (Attachment C), Contractual Provisions (Attachment D) and Special Provisions Incorporated by Reference (Attachment E).

### **Match Requirement**

All grantees must provide a 25 percent match in non-federal funds or in-kind donations to receive award. All grantees must be eligible to receive State and federal funds.

## **IV. ELIGIBILITY**

DCF invites applications from any agency from the State of Kansas—State and local government agencies; non-profit, not-for-profit organizations, including faith-based and community organizations; associations; universities and colleges; for profit organizations; and hospitals. Any agency claiming non-profit or not-for profit status must provide their 501(c)3 Status.

**DUNS Number** – Grant applicant agencies must have and provide verification of their DUNS Number at the time of application, which can be obtained by accessing the Dun & Bradstreet website at <http://www.dnb.com/get-a-duns-number.html>. The DUNS Number is a unique, nine-digit identification number

provided by Dun & Bradstreet. Applicant agencies are responsible for submitting their DUNS Number verification with their grant application. Should your agency need assistance with your DUNS number verification, please contact Dun & Bradstreet at 866-705-5711. *(There is no cost to obtain this information.)*

**Tax Clearance** – Grant applicant agencies must obtain a valid Kansas Certificate of Tax Clearance by accessing the Kansas Department of Revenue's website at <http://www.ksrevenue.org/taxclearance.html>. A Tax Clearance is a comprehensive tax account review to determine and ensure that an agency's account is compliant with all primary Kansas Tax Laws. The Tax Clearance expires every 90 days. Applicant agencies are responsible for submitting a Tax Clearance Certificate with their grant application that is valid at the time of application. This is in accordance with Executive Order 2004-03. Should your agency need assistance with your Tax Clearance, please contact the Kansas Department of Revenue at 785-296-3199, or via e-mail at [tax.clearance@kdor.ks.gov](mailto:tax.clearance@kdor.ks.gov). *(There is no cost to obtain this information.)*

**Debarment Status** – Grant applicant agencies must obtain the debarment status of their agency and its employees by accessing the System for Award Management website at <http://www.sam.gov/portal/public/SAM>, and performing a search under "Search Records". As part of the Code of Federal Regulations (45 C.F.R. Part 76), all governmental entities receiving funding from the federal government must participate in a government-wide system for non-procurement debarment and suspension. A person or entity that is debarred or suspended shall be excluded from federal financial and non-financial assistance and benefits under federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government-wide effect. The Secretary of DCF is authorized to impose debarment. If applicable, the applicant agency must place the Debarment Memorandum template (Attachment C) on their grantee agency letterhead, initial it and submit it with its grant application. Should you need assistance with the search, please contact the Federal Service Desk at 866-606-8220. *(There is no cost to obtain this information.)*

**Financial Information** – Grant applicant agencies must provide one of the following three documents at the time of application: their most recent Transmittal Letter for Audit; their most recent IRS Form 990 (Return of Organization Exempt from Income Tax); or their most recent year-end financial statement.

**501(c)3 Status** – Grant applicant agencies must have and provide verification of their 501(c)3 status at the time of application, i.e., their letter from the Internal Revenue Service confirming their 501(c)3 status, if they have it. Verification can also be obtained by accessing the Internal Revenue Service website at <http://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check>. Organizations that have received 501(c)3 status are exempt from federal taxes. To receive this status, the organization must operate for a specific purpose—typically, for a charitable, religious, scientific or literary purpose. Applicant agencies are responsible for submitting a copy of their letter from the IRS confirming their 501(c)3 status, or the verification provided from the IRS website, with their grant application. Should your agency need assistance with this information, please contact the IRS at 877-829-5500. *(There is no cost to obtain this information.)*

## **V. APPLICATION PROCESS**

**Questions** – Questions regarding the RFP and/or the application process can be submitted by email only to the DCF Grant Manager at [dcf.grants@dcf.ks.gov](mailto:dcf.grants@dcf.ks.gov), no later than 2 p.m. CST on May 26, 2017. Answers to all questions posed to DCF during the designated question period will be as soon as possible thereafter and can be found at <http://www.dcf.ks.gov/Agency/Operations/Pages/OGC/Grant-RFP.aspx>.

## How to Apply

Applications **must** be delivered **no later than 2 p.m. CST on June 16, 2017**. (Applications received after 2 p.m. CST will not be accepted, no exceptions.) Applicants are required to submit **one (1) original** and **four (4) copies**, as well as **one (1) signed electronic copy** (on a flash drive or disk, email not accepted). It is preferable that the electronic copy be contained in one (1) PDF file. When one (1) file is not possible, applicants must use appropriately descriptive file numbers/names (i.e., “1-Table of Contents”, “2-Grant Application Information Sheet”, “3-Program Abstract”, etc.) for all attachments, and arrange them in the order indicated in the **Application Checklist** on page 13. Applications should be addressed to:

DCF Grant Manager  
Office of Grants and Contracts  
Kansas Department for Children and Families  
DCF Administration Building  
555 S. Kansas Ave., 5<sup>th</sup> Floor  
Topeka, Kansas 66603

The application must be arranged in the order indicated in the **Application Checklist** on page 13.

## What an Application Should Include

Applications must include all of the components described in this section. Failure to submit an application that contains all of the specified information may negatively affect the review of the application, preclude access to or use of award funds pending satisfaction of the conditions and/or prevent the application from proceeding to the Grant Peer Review Panel for further consideration. Applications are evaluated on a scale of **100 total points**.

### *Table of Contents*

A Table of Contents must be included as part of the grant application. Include page numbers for each of the major sections and for each attachment.

### *Grant Application Information Sheet (5 out of 100 points)*

Complete the Grant Application Information Sheet (Attachment A). This document must be signed by the Authorizing Official for the applicant agency (an individual in a decision-making capacity at the agency, typically the top level individual).

### *Program Abstract (10 out of 100 points)*

The Program Abstract should be no more than one (1) double-spaced page, using Times New Roman 12-point font, with no less than one-inch margins, and should include the following:

- Identify the type of applicant agency (non-profit, faith-based, university, etc.).
- Describe the proposed program for which funding is being requested, including the purpose and program outcomes, the geographic area to be served, a description of the target population, the estimated number of clients to be served and the services to be provided.

### *Program Narrative (75 out of 100 points)*

The Program Narrative must include five sections—Statement of the Problem, Project Design, Implementation Plan, Management Structure, and Sustainability Plan—in the order listed below. The Program Narrative should be double-spaced, using Times New Roman 12-point font, with no less than one-inch margins, and should not exceed 20 pages. If the Program Narrative fails to comply with these length-related restrictions, non-compliance may be considered in peer review and in final award decisions. Please number pages “1 of XX”, “2 of XX”, etc.



The following sections should be included as part of the Program Narrative:

- Statement of the Problem (10 out of 75 points) – Identify and describe the challenges or needs the program will address with the target population in the geographic area to be served. Provide data to show the nature and scope of the need, citing data references (three-year trend data is preferred). Explain previous or current efforts to address the problem, including an analysis of the outcome of these efforts. Provide a clear and concise statement of the purpose or goal of the program and how the program will address the needs identified.
- Project Design (30 out of 75 points) – Describe the services to be provided, and the specific strategies that substantiate the project as a comprehensive program. Identify the geographic boundaries of the proposed program, as well as the target population to be served. Describe outreach and referral strategies to ensure access to the target population. Describe how your program will ensure cultural competence, as well as program and physical accessibility for people with disabilities. Describe any potential barriers to implementing the project and strategies to overcome them.
- Implementation Plan (20 out of 75 points) – Provide a realistic and detailed Implementation Plan, with a timeline that indicates significant milestones in the project. The timeline should include each Project Goal, its related Project Activities and Performance Measures, their expected completion date(s) and the responsible person or organization. Performance Measures should be S.M.A.R.T. (specific, measurable, action-oriented, realistic and time-bound). Outline the specific Program Outcomes of the project and how they will address the problem. Describe how the project will address the allowable uses of funds. Applicants should identify who will collect data, who will be responsible for performance measures and how this information will be used to evaluate and guide the program.
- Management Structure (10 out of 75 points) – Describe the experience and capability of the applicant agency, its staff and its contractors. Identify the agency that will serve as the grantee and fiscal agency responsible for the grant's administration. Identify the staff team supporting the project, including the name, title and affiliation of each member, as well as a Delegation of Authority from the Board of Directors for the organization. Include information on any staff training that is to occur as part of the project. Provide documentation of any collaboration that has or is occurring on the initiative. Provide resumes or qualification standards for staff, as well as position descriptions for key positions. Include an Organizational Chart/Description, Licensing/Accreditation/Certification documentation, a List of Board Members, and a Board Member Conflict-of-Interest Statement, if desired.
- Sustainability Plan (5 out of 75 points) – Applicants should describe how the long-term financial sustainability of the project will be funded in the future, including strategies to cultivate alternate funding and community collaboration. Provide a clear explanation if the project will not continue after the grant.

***Grant Budget Request, Budget Narrative/Justification, and Cost Allocation Plan (10 out of 100 points)***

Applicants must submit a Grant Budget Request (Attachment B), a Budget Narrative/Justification, and a Cost Allocation Plan. The Budget Narrative/Justification may be submitted as part of the Grant Budget Request (in the Comments sections) or as a separate document. The Cost Allocation Plan may be submitted as part of the Budget Narrative/Justification or as a separate document.

The Budget Narrative/Justification must outline how grant funds will be used to support and implement the program, and should thoroughly and clearly describe every category of expense listed in the Grant Budget Request. It should be mathematically sound and correspond with the information and figures provided in the Grant Budget Request. It should explain how all costs were estimated and calculated and how they are relevant to the completion of the proposed project. It may include tables for clarification purposes but need not be in a spreadsheet format.

The Cost Allocation Plan must summarize how the applicant agency will allocate its costs to its various funding sources.

Indirect Costs should not exceed 10 percent of the Grant Budget Request. A copy of the applicant agency's federally approved indirect cost rate agreement must be included with the application.

## **VI. REVIEW AND SELECTION PROCESS**

### **Grant Peer Review Panel**

DCF is committed to ensuring a fair and equitable process for awarding grants. Eligible applications will be evaluated, scored and rated by a Grant Peer Review Panel. Peer review is the process by which competitive, discretionary grant applications are evaluated by internal and external reviewers. Peer reviewers evaluate applications to ensure that the information presented is reasonable, understandable, measurable and achievable, as well as consistent with program or legislative requirements as stated in the RFP.

DCF leadership uses the peer review ratings and summaries as guidance when selecting projects for awards. Peer review ratings are advisory only, however, and do not bind DCF to a particular decision. In addition to peer review ratings, considerations may include, but are not limited to, underserved populations, strategic priorities, past performance, geographic balance and available funding.

### **Selection Criteria**

The Grant Peer Review Panel uses a scoring guide, which coincides with the RFP, when reviewing applications. The scoring guide uses a system of 100 total points, as noted in Section V – Application Process, as well as below:

- 1. Grant Application Information Sheet (Attachment A) (5 points)**
- 2. Program Abstract (10 points)**
- 3. Program Narrative (75 points)**
  - a. Statement of the Problem (10 points)
  - b. Project Design (30 points)
  - c. Implementation Plan (20 points)
  - d. Management Structure (10 points)
  - e. Sustainability Plan (5 points)
- 4. Grant Budget Request (Attachment B), Budget Narrative/Justification and Cost Allocation Plan (10 points)**

## **VII. POST-AWARD REQUIREMENTS**

### **Reporting Requirements**

Grantee agencies will be required to submit the following reports to the designated DCF Program Manager, using the designated forms:

**Status Reports** (OGC-1006) will be due every quarter—namely, Jan. 20, 2018 (to include services for September 2017 through December 2017); April 20, 2018; July 20, 2018; Oct. 20, 2018 FINAL report.

**Budget Transaction Reports** (OGC-1005) will be due every quarter—namely, Jan. 20, 2018 (to include services for September 2017 through December 2017); April 20, 2018; July 20, 2018; Oct. 20, 2018 FINAL report. Budget Transaction Reports will not be processed without a Status Report for the reporting period on file, a Budget Itemization Report, and any other required documentation as established in the grant award.

**Budget Itemization Reports** (OGC-4005) will be due every quarter—namely, Jan. 20, 2018 (to include services for September 2017 through December 2017); April 20, 2018; July 20, 2018; Oct. 20, 2018 FINAL report. Budget Itemization Reports will not be processed without a Status Report for the reporting period on file, a Budget Transaction Report, and any other required documentation as established in the grant award.

For more information, see the Grantee Resources page on the DCF Office of Grants and Contracts website at <http://www.dcf.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx>.

### **Federal Funding Accountability and Transparency Act (FFATA) Requirements**

Grant awards through this RFP will be subject to the Federal Funding Accountability and Transparency Act of 2006 (FFATA). In order to meet these requirements, Applicant Agencies that are awarded funds will need to provide the names and total compensation for the five most highly-compensated executives of the organization. For more information, the Five Most Highly Compensated Executives form (OGC-4001) can be found on the Grantee Resources page of the DCF Office of Grants and Contracts website at <http://www.dcf.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx>.

### **State Audit and Monitoring**

In general, audits must be conducted in accordance with the provisions contained in 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

Entities that expend \$750,000 or more during their fiscal year in federal awards must have an audit in compliance with provisions of the Uniform Requirements. The audit must:

- Be conducted in accordance with Generally Accepted Government Auditing Standards.
- Have a determination whether the financial statements of the organization are presented fairly in all material respects in accordance with generally-accepted accounting principles. They must include a Schedule of Expenditures of Federal Awards (SEFA) and opine whether it is stated fairly in all material respects in relation to the financial statements taken as a whole.
- Include Internal Control testing – the auditor must perform procedures to obtain an understanding of internal control over federal and State programs and determine the sufficiency of those controls over federal and State programs.

- Include Compliance testing – the auditor must determine whether the organization has complied with federal and State statutes, regulations, and the terms and conditions of federal and State awards that may have a direct and material effect on major programs.

Entities that do not fall under the audit requirements noted above (i.e., have federal funding under the \$750,000 threshold, have a federal/State funding mix or are entirely State funded) must have an audit or may be subject to internal monitoring performed by DCF staff. The audit requirements **must** be determined at the time of the negotiation of the award and approved by DCF Audit Services. Audits **must** include at a minimum:

- A financial audit of the entity conducted in accordance with generally-accepted auditing standards. It should assess the extent to which the Center's financial reports fairly reflect the Center's financial condition and shall include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.
- A report on internal controls and assessment of accountability and controls over grant funds.
- A report on compliance that addresses the entity's compliance with:
  - Administrative requirements and cost principles contained in any applicable federal cost circular/guidance
  - Guidance in the Code of Federal Regulations for the programs being reviewed
  - DCF grant award terms and conditions and State of Kansas statutes and regulations
- Any additional audit testing noted at the time of the award negotiation.

All entities receiving funding are subject to internal monitoring (both fiscal and program) and to audits conducted by DCF Audit Services.

DCF Audit Services has the authority, under the provisions of this grant, and federal and State law, to conduct audits in addition to those conducted by an entity's contracted audit firm.

## **VIII. CHECKLISTS**

### **Application Checklist**

The following sections must be submitted in this order:

- \_\_\_ Table of Contents
- \_\_\_ Grant Application Information Sheet (OGC-1002) (*Attachment A*) *\*\*signed by Grantee Agency's Authorizing Official*
- \_\_\_ Program Abstract
- \_\_\_ Statement of Problem\*
- \_\_\_ Project Design\*
- \_\_\_ Implementation Plan\*
- \_\_\_ Management Structure\*
- \_\_\_ Sustainability Plan\*
- \_\_\_ Grant Budget Request (OGC-1003) (*Attachment B*)
- \_\_\_ Budget Narrative/Justification and Cost Allocation Plan
- \_\_\_ 501(c)(3) Verification (*if applicable*)
- \_\_\_ DUNS Number Verification
- \_\_\_ Tax Clearance Certificate
- \_\_\_ Debarment Memorandum (*Attachment C*) *\*\*initialed by Applicants Authorizing Official*
- \_\_\_ Financial Information (Transmittal Letter for Audit, IRS Form 990, or year-end financial statement)
- \_\_\_ Federally Approved Indirect Cost Rate Agreement (*if applicable*)
- \_\_\_ Specific Terms and Conditions (*Attachment D*) *\*\*signed by Applicants Authorizing Official*
- \_\_\_ Contractual Provisions (DA-146a) (*Attachment E*) *\*\*initialed by Applicants Authorizing Official*
- \_\_\_ Special Provisions Incorporated By Reference (*Attachment F*) *\*\*signed by Applicants Authorizing Official*
- \_\_\_ Licensing/Accreditation/Certification Documentation
- \_\_\_ List of Board of Directors and a Board Member Conflict-of-Interest Statement
- \_\_\_ Delegation of Authority from Board of Directors
- \_\_\_ Organizational Chart/Description (*optional*)

\*These items are considered part of the narrative and should not exceed the total length of 20 pages, as identified on page 9.

### **Attachment A – Grant Application Information Sheet**

The Grant Applicant Agency must fill out the Grant Application Information Sheet (OGC-1002) and submit it with its grant application (<http://www.dcf.ks.gov/Agency/Operations/Pages/OGC/Grant-RFP.aspx>).

### **Attachment B – Grant Budget Request**

The Grant Applicant Agency must fill out the Grant Budget Request form (OGC-1003) and submit it with its grant application (<http://www.dcf.ks.gov/Agency/Operations/Pages/OGC/Grant-RFP.aspx>).

## Attachment C – Debarment Memorandum

*(The grant applicant agency must obtain the debarment status of the agency and its employees by accessing the System for Award Management website at <http://www.sam.gov/portal/public/SAM>, and performing a search under “Search Records”. As part of the Code of Federal Regulations (45 C.F.R. Part 76), all governmental entities receiving funding from the federal government must participate in a government-wide system for non-procurement debarment and suspension. A person or entity that is debarred or suspended shall be excluded from federal financial and non-financial assistance and benefits under federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government-wide effect. The Secretary of DCF is authorized to impose debarment. If applicable, the grantee agency must **place the memo below on its grantee agency letterhead**, initial it, and submit it with their grant application. Should you need assistance with the search, please contact the Federal Service Desk at 866-606-8220.)*

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To: Grant Manager  
Kansas Department for Children and Families

From: *[enter Anticipated Project Director’s Name and Title]*  
*[enter Grant Applicant Agency]*

RE: Debarment Memorandum  
*[enter RFP Name]*

Date: *[enter date]*

This memorandum attests to the fact that we, *[Grant Applicant Agency]*, are in compliance with the debarment requirements for the potential grant award noted above. A search was conducted on today’s date at <http://www.sam.gov/portal/public/SAM>, which contains a list of parties debarred and excluded from federal procurement and non-procurement programs. Neither *[Grant Applicant Agency]* nor the staff of *[Grant Applicant Agency]* are on the list.

## **Attachment D – Specific Terms and Conditions (DCF provisions – DCF Notification of Grant Award)**

### **SPECIFIC TERMS AND CONDITIONS**

#### **1.0 DEFINITIONS**

As used throughout this Grant, the following words and terms are used as defined in this paragraph unless (a) the context in which they are used clearly requires a different meaning or (b) a different definition is prescribed for a particular part or portion of a part.

- (1) “Grantor” and DCF shall mean The Kansas Department for Children and Families, and its employees, agents and representatives.
- (2) “Grantee” shall mean (Q) and its employees, agents, and representatives.
- (3) “May” denotes the permissive.
- (4) “Award” denotes this document which sets forth the Grant requirements.
- (5) “Shall” denotes the imperative.

#### **2.0 NOTICES AND CORRESPONDENCE**

- a. All notices and correspondence shall be sent by either party to the other in all matters dealing with the Grant, as noted in this NOGA and/or the Grant Forms it references, to the following addresses, unless otherwise directed by DCF:
- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number ((L)) and followed by the topic.

#### **3.0 GRANT AWARD**

- a. This award is a Grant. A Grant is a legal instrument for transferring money, property or services to the recipient in order to accomplish a public purpose of support or stimulation where there will be no substantial involvement between the state agency and the recipient during performance as defined in the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. 6304. This act distinguishes federal assistance relationships or Grant and cooperative agreements from procurement relationships or procurement contracts. Unlike a procurement contract, which is a legal instrument for acquiring supplies or services for the direct benefit of or use by the State Government, a grant, like a cooperative agreement, has, as its main purpose, support or stimulation. There are two main types of grants, categorical grants and block grants.
- b. The law of the State of Kansas DCF, K.S.A. 39-708C, states the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary. The Secretary has deemed it proper and necessary according to the above statute to enter into a Grant with the Grantee for agreed upon exchange of services listed herein as stated in the Scope of Work. This offer, which asks for a promise in return as the agreed exchange for a promise, is an offer to enter a bilateral agreement.
- c. In no event shall the Grantee be entitled to payments for costs incurred in excess of the amount set forth in this Grant without prior written approval of the Grantor. Unless modified by written Amendment to this Agreement, there shall be no allowance for costs incurred outside the Scope of Work set forth in Section 9.0. The Grantee shall only be paid for actual work performed and services delivered.
- d. The term of this grant is from (NB) to (NE). The Grantee will not receive payment for any expenditure made or incurred prior to (NB) or after (NE), the term of this Grant award.

#### **4.0 PRINCIPAL PLACE OF PERFORMANCE**

The counties served through this Grant include: (G). The target population served by this grant includes (TP).

#### **5.0 INSPECTION AND ACCEPTANCE**

- a. Inspection and acceptance of all submittals shall be accomplished by the DCF Program Manager or his/her duly authorized representative.
- b. All effort performed under this Grant is subject to inspection by various agencies. The Grantee may be required to provide personnel to accompany the regulatory agency inspection or review teams. Grantee personnel shall be knowledgeable concerning the work being inspected. In addition, the Grantee may be required to participate in responding to the request for information or other findings by regulatory agencies.
- c. All work accepted during the progress of the Grant is subject to further inspection. If work is found to NOT be in conformance with the Grant, the Grantee will be required to put it into compliance at no additional cost, or payment will be withheld until work is performed in compliance with the Grant.

#### **6.0 SPECIAL GRANT REQUIREMENTS**

The Grantor’s Contractual Provisions (DA-146a) is applicable to and a part of this Grant and is incorporated herein by reference as Attachment D.

#### **7.0 ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between or among provisions of this Grant, the inconsistency shall be resolved by giving precedence as follows:

- a. The Award
- b. Attachment D (Contractual Provisions – DA-146a)
- c. Attachment E (Special Provisions Incorporated By Reference)



d. Other provisions of this Grant, whether incorporated by reference or otherwise.

## **8.0 GENERAL RELATIONSHIP**

The Grantee agrees in all matters relating to this Grant, it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Grant. The Grantee shall have no right, power or authority to create any obligation, expressed or implied, on behalf of DCF and shall have no authority to represent DCF as an agent.

## **9.0 SCOPE OF WORK AND DELIVERABLES**

The Grantee, as an independent contractor and not as an agent of DCF, shall, in conformance with the Specific Terms and Conditions set forth herein, provide the necessary personnel and material and do all things necessary and/or incidental to the furnishing and delivery to DCF of the supplies or services set forth below, all in accordance with the specifications and other requirements applicable to and referenced therein and as set forth in the award.

### **9.1 BACKGROUND AND SCOPE**

### **9.2 SERVICES TO BE PROVIDED**

### **9.3 PERFORMANCE MEASURES**

### **9.4 DELIVERABLES AND REPORTING REQUIREMENTS**

The work required by this Grant shall be completed in accordance with the respective dates specified in the Grant or as requested by DCF. The Grantee shall submit all required reports as listed below. All reports must be received on or before the required due dates established in the NOGA. **Failure to submit the required reporting, regardless of the level of progress or expenditures during the reporting period, shall lead to non-payment of the Budget Transaction Report requested funds, suspension of the grant and/or termination of the grant, at the discretion of DCF.** Acceptance of any late deliveries shall not be deemed a waiver of DCF's right to hold the Grantee liable for any actual loss or damage resulting therefrom, nor shall it act as a modification of the Grantee's obligation to make future deliveries in accordance with the award set forth in this Section. The completion date for this Grant is **(NE)**.

The Grantee must submit the following reports to DCF, using the following forms:

Status Report (Form OGC-1006)

Budget Transaction Report (Form OGC-1005)

Budget Itemization Report (Form OGC-4005)

The Grantee may submit the following reports to DCF, using the following forms:

Revision Request (Form OGC-1008)

- Grantee may submit if they wish to request a revision to their Approved Grant Budget Authority

Equipment Pre-Approval Request (Form OGC-4004)

- Grantee must submit if they wish to purchase an article of tangible personal property that has a useful life of more than one year and an acquisition cost (DC-funded portion) of \$5,000 or more per unit.
- Equipment purchased with grant funds must be returned to DCF upon completion of the grant.

**The aforementioned OGC forms, as well all other OGC forms noted in this document, can be found at the DCF Office of Grants and Contracts webpage – <http://www.dcf.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx>.**

#### **Status Reports are due as follows:**

Status Reports shall include information regarding Performance Measures. These Performance Measures will be compared with the annual targeted goals as identified in the Grant Proposal to ensure compliance. If no activity took place or no services were provided, then an explanation for such should be included on the Status Report. Budget Transaction Reports will not be processed without a Status Report for the reporting period on file, a Budget Itemization Report, and any other required documentation established herein.

#### **Budget Transaction Reports and Budget Itemization Reports are due as follows:**

Grantee Agencies shall request payment via the Budget Transaction Report. Requests for reimbursement must be limited to those expenditures made consistent with the provisions set forth in this NOGA. Budget Transaction Reports will not be processed without a Status Report for the reporting period on file, a Budget Itemization Report, and any other required documentation established herein. Budget Transaction Reports and Budget Itemization Reports must be submitted every reporting period, even if no expenses were incurred and no activity took place. If no expenses were incurred, then \$0.00 should be submitted on the Budget Transaction Report and Budget Itemization Report. Incomplete or incorrect reports will be returned for correction without payment.

If the Budget Transaction Report includes expenses incurred from Sub-Awardees, a copy of the Sub-Grantee Agency's Tax Clearance(s) and Debarment Memorandum(s) must be submitted with the first Budget Transaction Report in order for any funds to be reimbursed. (Related information can be found in Section 10.12--Sub-Awards.)

The last Budget Transaction Report must be marked as FINAL and submitted according to the aforementioned timeline. Under no circumstance will it be accepted more than sixty (60) days beyond the end of the grant term, at which time the funds will be released to another purpose. After payment of the Final Budget Transaction Report, no further amount shall be due or payable by DCF under this Grant.

Although receipts and related documentation are not required to be submitted, this original documentation of expenditures must be kept on file and available for inspection by state and/or federal officials.

**Reports and Requests must be sent to the following parties, as noted on each Grant Report or Request accordingly. For more information, or should you have any questions, please contact DCF using the contact information below:**

***STATE RESOURCES TO BE PROVIDED***

## **9.5**

# **10.0 FUNDING**

The funding amount for this Grant is \$(M). Indirect Costs should not exceed 10% of this Grant Budget.

## **10.1 AVAILABILITY OF ANTICIPATED FEDERAL FUNDS**

The formal approval of grant awards, and the obligation and reimbursement of funds to them, are contingent upon the availability of anticipated federal funds, as determined by Congress, Kansas statute, other Federal or State action, as well as the Specific Terms and Conditions contained in this NOGA.

## **10.2 COST PRINCIPLES**

At times, the State matches federal funds with state funds and therefore follows federal guidelines and regulations. Requests for reimbursement of grant awards shall be limited to those expenditures made consistent with the provisions of this NOGA and the cost principles set forth as follows:

- a. The Code of Federal Regulations (CFR), including 45 CFR Parts 46, 77, 80, 84, 86, 91, 95, 96, 97, and 100; 46 CFR Part 381; 48 CFR Part 31.2. For more information on the CFRs, visit: <http://www.ecfr.gov/cgi-bin/ECFR?SID=2d5f57c64e7afab744f98df61bf24177&page=simple>.
- b. The Office of Management and Budget Circulars have been replaced by the Super-Circular 2 CFR Part 200. For more information on the Super Circular, visit: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

## **10.3 ALLOWABLE COSTS**

Costs must be necessary, reasonable for and allocable to an approved grant award; incurred within the grant award period; itemized in the NOGA's Approved Grant Budget Authority; and in accordance with the NOGA provisions. Grant-related items should be purchased separately from other items purchased.

The Grantee Agency must follow their agency's purchasing regulations, or the State of Kansas regulations, whichever is more stringent.

## **10.4 INELIGIBLE ITEMS**

Items ineligible for grant award reimbursement include: alcohol, for consumption purposes; land; construction or reconstruction of driving ranges, towers and skid pads; construction, rehabilitation or remodeling of state, local or private buildings or structures; and office furnishings and fixtures. Grant funds shall never be used to purchase property or build facilities.

Grantees are responsible for paying for grant-funded goods and services in a timely manner.

Grant funds may not be used to pay late fees, finance charges, interest, or any costs associated with late or overdue bills. All such costs are the sole responsibility of the Grantee.

## **10.5 PROPORTIONATE FUNDING**

Reimbursement of costs for personnel, major equipment and other significant purchases must be limited to the portion utilized on the project.

## **10.6 DUPLICATION OF FUNDS**

By acceptance of this Grant, the Grantee declares and assures that no costs or expenditures which have been funded by other federal or state grant funds have been duplicated or otherwise included as part of the funding request in this Grant.

## **10.7 SUPPLANTATION OF GRANT FUNDS**

The Grantee shall not use grant monies to pay for expenses already being paid for or have been

paid for by another source. The Grantee shall not replace or supplant funding of another existing program with funds provided for in this Grant. Funds granted under this Grant Award may not be used for any purpose other than the one defined in this document.

**10.8     *START-UP COSTS***

Grantees may have start-up costs approved which were incurred within the ninety (90) day period immediately preceding the effective date of the award. Requests for start-up costs must be negotiated during the pre-award period. Start-up costs must be necessary for the effective and economical conduct of the Grant and the costs must be otherwise allowable. Pre-award expenditures are made at the Grantee's risk. Approval of start-up costs does not obligate DCF under the following conditions: (1) lack of funding appropriation; (2) if the award is not subsequently made; or (3) if a Grant is made for a lesser amount than the Grantee expected. Start-up costs are one time monies and are not to be approved for continuation Grants.

**10.9     *PROGRAM INCOME***

Program income means gross income earned by the Grantee that is directly generated by a supported activity or earned as a result of the Grant Award. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under the award, the sale of commodities or items fabricated under the award, license fees and royalties on patents and copyrights and interest on loans made with award funds. Interest earned on advances of funds is not program income. Program income does not include the receipt of principal on loans, rebates, credits, documents, etc., or interest earned on any of them. Unless otherwise specified in the Grant, program income received or accrued by the Grantee during the period of this award shall be retained and added to the funds committed to this Grant and used to further Grant objectives. Also, unless otherwise specified, the Grantee shall have no obligation for program income generated and received beyond the period of this award.

**10.10    *UNEARNED GRANT FUNDS***

Unless otherwise specified in a Grant award document, all unearned Federal Grant funds on hand at the end of the Grant period shall be returned to DCF within sixty (60) days of the end of the grant period. Revenue is earned when the allowed expenses (according to the Grant terms) are incurred and properly reported (according to the Grant terms) and timely submitted to DCF for reimbursement. The Grantee shall remit the amount due by check or money order payable to DCF as coordinated with the Granting Agency.

Grantees may keep any interest or other investment income earned on advances of DCF Grant funds as long as the monies are reinvested in the Grant itself. This includes any interest or investment income earned by sub-grantees and cost-type contractors on advances to them that are attributable to advances of DCF Grant funds to the Grantee. DCF may seek recovery of costs due to litigation.

**10.11    *SUB-AWARDS***

A Grantee Agency may enter into sub-awards only with prior written approval from DCF. Sub-Grantee Agencies must sign off on and adhere to the Specific Terms and Conditions contained within this NOGA and are subject to the same Tax Clearance and Debarment requirements as the Grantee Agency, as well as the audit requirements outlined within the NOGA. A copy of Sub-Grantee Tax Clearance(s), Debarment Memorandum(s), and the signed Sub-Grantee Acknowledgement Form (OGC-1012), must be submitted with this NOGA for approval. Sub-Grantees shall utilize the grant funds in a manner consistent with their given budget and abide by the restrictions found elsewhere within these Grant conditions.

**11.0     PAYMENTS**

Unless otherwise provided, DCF shall pay amounts due and payable within thirty (30) days after receipt of a valid Budget Transaction Report, Budget Itemization Report and Status Report. In accordance with the Kansas Prompt Payment Act (K.S.A 75-6403), payments will be made within thirty (30) days from the date the Report was received by DCF. Please note the "payment date" is considered to be the date on the check to the agency, not the date it is received by the agency. Any payments not processed within thirty (30) days are subject to an interest penalty. Requests for interest to be paid on an invoice must be sent to the Executive Officer of the Agency. Interest will be paid at a rate of 1.5% per month of the unpaid balance due. Total compensation shall not exceed \$(M). After payment of the final Budget Transaction Request no further amount shall be due or payable by DCF under this Grant.

**12.0     GRANT CHANGES AND BUDGET MODIFICATIONS**

**12.1     *REVISION REQUESTS***

A Grantee Agency may submit a Revision Request (OGC-1008) during the grant year to their designated OGC Grant and Contract Specialist if they would like to move funding from one line item to another, within the existing grant year, without changing the Total Expense amount. If the

requested funding change is less than 10% of the line item amount where the money is coming from no Revision is required. Approval is necessary prior to making any expenditure. In addition, approval is necessary before requesting reimbursement for such expenses. If reimbursement is being requested for monies over 10% of a line item and approval has not been given, those expenses will not be reimbursed. The Grantee Agency shall continue to utilize the grant funds in a manner consistent with the Approved Grant Budget Authority, abiding by the restrictions found elsewhere within these Grant conditions.

Revision Requests will not be accepted during the last thirty (30) days of the grant term.

## **12.2 AMENDMENTS**

Only DCF will determine if an Amendment is warranted to extend the Grant Year end date, increase/decrease the Total Expense amount, or change the scope of work within the grant year.

- a. DCF may at any time, by written order, make changes within the general scope of this Grant, or any order issued hereunder, in any one or more of the following:
  - i. Description of services to be performed.
  - ii. Time of performance (i.e., hours of the day, days of the week, etc.)
  - iii. Place of performance of the services.
  - iv. Place of delivery.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this Grant, DCF shall make an adjustment in the price, the delivery schedule, or both, and shall modify the Grant.
- c. The Grantee must assert its right to an adjustment under this clause within thirty (30) working days of the written notification. However, if DCF decides the facts justify it, DCF may receive and act upon a proposal submitted before final payment of this Grant.
- d. Failure to agree on any adjustment shall be a dispute under the Disputes Provision. However, nothing in this provision shall excuse the Grantee from proceeding with the Grant as changed.
- e. Except as provided in this provision, no order, statement, or conduct of the Grantee shall be treated as a change to the Grant under this provision or entitle the Grantee to an equitable adjustment.

## **12.3 MODIFICATIONS SUBJECT TO FUNDING CHANGES**

The State of Kansas' current financial situation does not make it possible for DCF to make firm, unalterable financial commitments. In the event DCF determines lack of funding requires a modification of this Agreement, DCF reserves the right to renegotiate terms and conditions of the Agreement with the Grantee. The Grantee agrees to cooperate with DCF in negotiating this Agreement should DCF determine such modification is necessary to manage the resources available to DCF.

In the event DCF is subject to a formal reduction or allotment, DCF reserves the right to alter or adjust the payment amounts or terms of this Agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the Grantee fifteen (15) days before such alterations or adjustments become effective. Should the Grantee believe there is a need to modify other terms or conditions of the Agreement, DCF will, in good faith, negotiate regarding the terms of the Agreement.

## **12.4 CHANGES IN KEY PERSONNEL OR BOARD MEMBERSHIP**

The Grantee Agency must notify their DCF Program Manager if there are any changes in key personnel at the Grantee Agency and/or changes to board membership. DCF has the right to audit the Grantee Agency if there has been a change in such personnel.

## **13.0 DATA**

DCF warrants that technical data issued to the Grantee for use in performing professional services under this Grant shall be current, accurate, complete and adequate for its intended purpose. The Grantee shall notify their DCF Program Manager as soon as possible upon discovering any data deficiency. The DCF Program Manager shall take prompt and reasonable action to reconcile or remedy the data deficiency(ies).

The Grantee may have access to private or confidential data maintained by DCF to the extent necessary to carry out its responsibilities under this Grant. The Grantee must comply with all the requirements of the Kansas Open Records Act in providing services under this Grant. The Grantee shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of the performance of this Grant shall be disseminated by either party except as authorized by statute, either during the period of the Grant or thereafter. The Grantee must agree to return any or all data furnished by DCF promptly at the request of DCF in whatever form it is maintained by the Grantee. On the termination or expiration of this Grant, the Grantee will not use any of such data or any material derived from the data for any purpose and, where so instructed by DCF, will destroy or render it unreadable.

#### **14.0 GOVERNING LAW, CONSENT TO JURISDICTION**

This Award, and any act, agreement, contract or transactions to which they shall apply, or which are contemplated hereby or hereunder, shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Kansas and, to the extent applicable, the United States of America.

Any dispute arising out of, or any suit or other proceedings pursuant to or arising out of these Specific Terms and Conditions, or any act, agreement, contract or transactions to which they shall apply or which are contemplated hereby or hereunder, shall be subject to the jurisdiction of a court of competent jurisdiction located in the county of Shawnee, State of Kansas, and the Grantee shall take any and all necessary or appropriate action to submit to the jurisdiction of such court.

#### **15.0 COMPLIANCE WITH LAWS AND REGULATIONS**

The Grantee agrees it will comply with all federal, state, and local laws and regulations in effect at any time during the course of this Grant. The Grantee shall certify to DCF it will provide a drug-free workplace and as a condition of the Grant, the Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Grant.

#### **16.0 REMOVAL OF GRANTEE'S PERSONNEL**

If DCF deems the work of any of the Grantee's employees to be substandard or unsatisfactory, DCF will advise the Grantee of the reasons for such judgment and allow reasonable time for correcting the substandard or unsatisfactory performance. The Grantee agrees to remove such employees immediately upon completion of the thirty (30) days allotted if DCF deems improvement in the work performance has not been adequate. If one or more of these employees has been designated as key personnel by this Grant, the Grantee agrees to use its best efforts to replace them with others who have substantially equal abilities and qualifications and who are acceptable to DCF.

#### **17.0 NO WAIVER OF CONDITIONS**

Failure of DCF to insist on strict performance shall not constitute a waiver of any of the provisions of this Grant or waiver of any other default of the Grantee.

#### **18.0 FORCE MAJEURE**

The Grantee shall not be liable if the failure to perform this Grant arises out of causes beyond the control of the Grantee. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Grantee's employees, and freight embargoes.

#### **19.0 TERMINATION**

##### **19.1 GRANT TERMINATION**

The initial term of this Grant shall commence on **(NB)** and shall continue in effect until **(NE)** unless terminated sooner pursuant to the provisions of this Agreement.

**Performance:** The Grantee shall perform each and every requirement and condition set forth in the Grant Award which was accepted by DCF in this document. Failure to perform the requirements and conditions set forth in the Grant shall be considered a material breach of this Grant Agreement.

**Termination for cause:** This Grant may be terminated immediately by DCF for cause. Cause for immediate termination is limited to the following: Grantee's failure to perform the requirements and conditions set forth in their Grant; Grantee's material breach of the terms and conditions of this agreement; the willful breach, habitual neglect, or other continued failure of the Grantee to abide by any law, rule, procedure or policy which the Grantee has received notice from either DCF or the State of Kansas; the inability to submit a valid Kansas Certificate of Tax Clearance for the Grantee Agency from the Kansas Department of Revenue; the Grantee Agency or any of its employees is found to be debarred or suspended. In the event DCF terminates this agreement for cause the Grantee will be provided written notice of the reasons therefore.

##### **19.2 TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, DCF may terminate this agreement at the end of its current fiscal year. DCF agrees to give written notice of termination to the Grantee 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 agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. DCF will pay to the Grantee, all regular Grant payments incurred through the end of such fiscal year, plus grant charges incidental to the return of any such equipment. The termination of the Grant pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Grantee.

##### **19.3 TERMINATION FOR CONVENIENCE**

DCF shall terminate performance of work under this Grant in whole or in part whenever, for any reason, DCF shall determine the termination is in the best interest of the State of Kansas. In the event DCF elects to terminate this Grant pursuant to this provision, the Grantee will be provided written notice at least thirty (30) days prior to the termination date. The termination shall be

effective as of the date specified in the notice. The Grantee shall continue to perform any part of the work that has not been terminated by the notice.

#### **19.4 RIGHTS AND REMEDIES**

If this Grant is terminated, DCF, in addition to any other rights provided for in this Grant, may require the Grantee to transfer title and deliver to DCF, in the manner and to the extent directed, any completed materials. DCF shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Grantee, shall be the difference between the market price at the time when DCF learned of the breach and the Grant price, combined with any incidental and consequential damages, less expense saved as a result of the Grantee's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, the Grantee's failure was due to causes beyond the control of or negligence of the Grantee, the termination shall be a termination for convenience in the best interest of the State.

In the event of termination, the Grantee shall receive payment pro-rated for the portion of the Grant period services were provided to and/or goods were accepted by DCF subject to any offset by DCF for actual damages including loss of federal matching funds.

The rights and remedies of DCF provided for in this Grant shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **20.0 SEVERABILITY**

If any provision of this Grant is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Grant shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

#### **21.0 REVIEWS AND HEARINGS**

The Grantee agrees to advise DCF of all complaints made known to the Grantee and refer all appeals or fair hearing requests to the State. DCF has the discretion to require the Grantee to participate in any review, appeal, fair hearing or litigation involving issues related to this Grant.

A fair hearing request must be received within thirty (30) days (ninety (90) days for food assistance) of the date of the agency's notice of action. A fair hearing request must be made in writing (except for food assistance), signed, and sent to the Office of Administrative Hearings, 1020 S Kansas Avenue, Topeka, Kansas 66612-1327. The Fair Hearing Request form can be found at <http://www.oah.ks.gov/request.htm>. For additional procedures for DCF, see K.A.R. 30-7-64 *et. seq.*, K.S.A. 77-501 *et. seq.*, and K.S.A. 75-37,121. Administrative Disqualification hearings are subject to different procedures pursuant to 7 C.F.R. § 273 and K.A.R. 30-7-100 *et. seq.*

#### **22.0 HOLD HARMLESS**

The Grantee shall indemnify DCF against any and all claims for injury or death of any persons, for loss or damage to any property, and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Grant. Neither the State of Kansas nor DCF shall hold harmless or indemnify any Grantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et. seq.*).

#### **23.0 CONFLICT OF INTEREST**

The Grantee shall not knowingly employ, during the period of this Grant or any extensions of it, any professional personnel who are also in the employ of the State and who are providing services involving this Grant or similar in nature to the scope of this Grant. Furthermore, the Grantee shall not knowingly employ, during the period of this Grant or any extensions of it, any State employee who has participated in the making of this Grant until at least two years after his/her termination of employment with the State. All Grant Conflict of Interest issues will be decided in accordance with K.S.A. 46-215 *et. seq.*

#### **24.0 NONDISCRIMINATION AND WORKPLACE SAFETY**

The Grantee agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Grant.

##### **24.1 CIVIL RIGHTS AND NONDISCRIMINATION**

The Grantee assures all grant projects provided by the Grantee shall comply with all applicable nondiscrimination requirements, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; U.S. Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G;



and U.S. Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39 administrative requirements.

#### **24.2 EQUAL EMPLOYMENT OPPORTUNITY PLAN**

The Grantee assures it has formulated an equal employment opportunity plan (EEOP) if required by federal and state law. The Grantee assures it has provided to the DCF the name of a civil rights professional who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a liaison for civil rights issues with the U.S. Justice Department, Office of Justice Programs, Office of Civil Rights.

#### **24.3 LIMITED ENGLISH PROFICIENCY**

The Grantee assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency who are eligible for assistance or services from any Grantee program. For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or [www.lep.gov](http://www.lep.gov).

#### **25.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination, (K.S.A. 44-1001 et. seq.) the Kansas Age Discrimination in Employment Act, (K.S.A. 44-111 et seq.) 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, 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 they are binding upon such subcontractor or vendor; (e) 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 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.

Parties to this contract understand the provisions of this paragraph (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.

#### **26.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA):

DCF is a covered entity under the Act and therefore Grantee is not permitted to use or disclose health information in ways DCF could not. This protection continues as long as the data is in the hands of the Grantee.

##### **Definition:**

For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for provision of health care to an individual that Grantee receives from DCF or that Grantee creates or receives on behalf of DCF. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data that has not been de-identified.

Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Grantee is required/permitted to use the PHI for the following purposes:
  - i. Any activity required to ensure compliance and fulfill grant obligations
- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Grantee shall disclose DCF's PHI only as allowed herein or as specifically directed by DCF.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Grantee agrees it will not use or further disclose the PHI other than as permitted or required by this Grant or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Grantee is permitted to use and disclose PHI received from DCF in its capacity as a Grantee to DCF if such use is necessary for proper management and administration of the Grantee to carry out the legal responsibilities of the Grantee.
- e) Minimum Necessary: Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.

- f) Safeguarding and Securing PHI Section 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Grantee agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and or EPHI the Grantee creates, receives, maintains or transmits. Grantee will furnish DCF with a written description of such safeguards taken upon request. Grantee agrees to allow authorized representatives of DCF access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Sub-grantees Section 164.504(e)(2)(ii)(D): Grantee will ensure any entity, including agents and sub-grantees, to whom it discloses PHI received from DCF or created or received by Grantee on behalf of DCF, agrees to the same restrictions and conditions that apply to Grantee with respect to such information.
- h) Right to Review: DCF reserves the right to review terms of agreements and contracts between the Grantee and sub-grantees as they relate to the use and disclosure of PHI belonging to DCF.
- i) Ownership: Grantee shall at all times recognize DCF's ownership of the PHI.
- j) Notification Section 164.304, 164.314(a)(C) and 164.504(e)(2)(ii)(C): Grantee shall notify DCF both orally and in writing of any use or disclosure of PHI and or EPHI not allowed by the provisions of this Grant of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of DCF or the Grantee. The Grantee shall report to DCF any security incident within five (5) business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- k) Transmission of PHI Section 164.312(c)(1) and 164.312(c)(2): Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.
- l) Employee Compliance with Applicable Laws and Regulations: Grantee agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Grant.
- m) Custodial Responsibility: Employee of Grantee, is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Grantee will notify DCF promptly.
- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): Grantee will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Grantee will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Grantee will make its policies, procedures and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining DCF's compliance with 45 C.F.R. Parts 160 and 164. Grantee will make these same policies, procedures and documentation available to DCF or its designee upon request.
- p) Grant Termination Section 164.314(a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Grantee agrees that within [XX] days of the termination of this Grant, it will return or destroy, at DCF's direction, any and all PHI it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Grant shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.314(a)(2)(i)(D), 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Grantee acknowledges DCF is authorized to terminate this Grant if DCF determines Grantee has violated a material term of this section of the Grant. If termination of the Grant is not feasible due to an unreasonable burden on DCF, Grantee's violation will be reported to the Secretary of Health and Human Services, along with steps DCF took to cure or end the violation or breach and the basis for not terminating the grant.

## 27.0 CRIMINAL PROVISION

By acceptance of this Grant, the Grantee declares and assures they have not been convicted of any criminal offenses that indicate a lack of integrity or honesty. Crimes indicating a lack of integrity or honesty include, but are not limited to, the following: any conviction of federal, state or local laws for embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; racketeering; and violation of antitrust laws. Any conviction(s) incident to obtaining or attempting to obtain or performing a public or private contract, subcontract, grant or sub-grant; or conviction of any other offense which impacts the performance and/or responsibility of a contractor, subcontractor, grantee or sub-grantee are also considered as offenses which lack integrity and honesty. The Grantee shall ensure any employees hired for this Grant are not on any criminal registry (i.e., Adult Protective Services Register).



## **28.0 TAX CLEARANCE**

Any Grantee Agency who applies for a DCF Grant Award must obtain a valid Kansas Certificate of Tax Clearance for the Grantee Agency by accessing the Kansas Department of Revenue's website at <http://www.ksrevenue.org/taxclearance.html>. A Tax Clearance is a comprehensive tax account review to determine and ensure an Agency's account is compliant with all primary Kansas Tax Laws. A Tax Clearance expires every ninety (90) days. This is in accordance with Executive Order 2004-03.

## **29.0 DEBARMENT**

As part of the Code of Federal Regulations (45 C.F.R. Part 76), all governmental entities receiving funding from the Federal Government must participate in a government wide system for non-procurement debarment and suspension. A person or entity who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government wide effect. The Secretary of DCF is authorized to impose debarment. Before any person or entity enters into a Grant with DCF, the Excluded Parties Lists (located at the web site <http://www.sam.gov>) shall be researched for potential debarred persons or entities.

## **30.0 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, sub-grants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, sub-contracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000. **To comply with this legislation, DCF must report sub-recipient information on grantees and contractors.** First, the award must be analyzed to see if the funds are federal or state monies. Then a determination must be made whether the awardee has a sub-recipient or vendor relationship with DCF. This is accomplished using the Federal Sub-Recipient v. Vendor Determination Checklist.

The Grantee Agency must submit the FFATA Five Most Highly Compensated Executives form (Form OGC-4001) (Attachment C) and submit it with their signed NOGA.

## **31.0 OWNERSHIP**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Grantee, under this Grant shall be owned by DCF. Grantee may not release any materials without the written approval of DCF.

## **32.0 PUBLICITY RELEASES**

All publicity releases and materials published in connection with the Grant shall conspicuously acknowledge support of the Kansas Department for Children and Families. All such publicity releases and materials must be sent to the Grantee Agency's designated DCF Program Manager, to be forwarded to the DCF Office of Communications for review, at least one week in advance of publication. No unauthorized use of the DCF logo is allowed.

## **33.0 WEB DEVELOPMENT**

Web-based services must adhere to the same accessibility standards as determined by the State of Kansas. Any website, webpages, or web-based applications developed by a Grantee for DCF shall be in compliance with Kansas Information Technology Executive Council policies, refer to: <http://oits.ks.gov/kito/itec/itec-policies>. Information Technology Policy #1210, State of Kansas Web Accessibility Requirements, can be found at <http://oits.ks.gov/kito/itec/itec-policies/itec-policy-1210>. Additional information and guidance is available through the Kansas Partnership for Accessible Technology (KPAT) website at <http://oits.ks.gov/kpat/>. Finally, web content must be in compliance with DCF web standards (DCF-ITS Stands 3401.04) available upon request.

## **34.0 LOBBYING**

No appropriated funds may be expended by the recipient of this grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of the Legislature or an employee of a member of the Legislature, or to expend in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

## **35.0 CARE OF STATE PROPERTY**

The Grantee shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for the Grantee's use in connection with the performance of this Grant. The Grantee will reimburse DCF for such property's loss or damage caused by the Grantee, normal wear and tear expected.

## **36.0 EQUIPMENT**

The term "equipment" is defined as an article of tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. The Grantee Agency must submit an Equipment Pre-Approval Request (OGC-4004) to their designated DCF Program Manager if they wish to purchase such an item (the Request must be submitted if the DCF-funded portion is \$5,000 or more per unit). Equipment Pre-Approval Requests must be submitted and approved before any purchase of equipment is made. The Grantee Agency may use

its own definition of equipment if its definition would at least include all items of equipment as defined here. The Grantee assures, to the extent practicable, all equipment and products purchased with grant funds shall be American made. At the close of this agreement, DCF may request any equipment purchased with these funds be returned to DCF.

## **37.0 RECORDS**

### **37.1 ACCOUNTING SYSTEM**

The Grantee Agency's accounting system shall meet generally accepted accounting principles and OMB Circular provisions.

### **37.2 MAINTENANCE OF COST RECORDS**

The Grantee shall maintain books, records and other documents in such a manner so as to readily identify them directly with the delivery of services outlined in the Grant Award.

### **37.3 RETENTION OF RECORDS AND REPORTS**

Unless otherwise specified in this Grant Award document, the Grantee shall preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Grant for a minimum of five (5) State fiscal years from the date of the expiration or termination of this agreement. Matters involving litigation shall be kept for the minimum five (5) year period or for one (1) year following the termination of litigation, including all appeals, whichever is longer. Grantee shall notify DCF of any circumstances which impair the integrity or security of such materials during the retention period.

The Grantee agrees, authorized federal and state representatives, including but not limited to, personnel of DCF; independent auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the grant period and during the five (5) year post-grant period. Delivery of and access to the records shall be at no cost to the State.

Grant records and documents must be made available for inspection by DCF personnel or their associates within a reasonable timeframe.

## **38.0 FEDERAL/STATE GRANTEE/SUB-GRANTEE AUDIT AND MONITORING DETERMINATION**

The Grantee's responsibilities regarding obtaining an independent audit of any grant awarded by DCF are found in DCF's Recipient Monitoring Policy, which can be found on DCF's website at

<http://www.dcf.ks.gov/Agency/GC/Documents/Audits/Recipient%20Monitoring%20Policy.pdf>. For more information, please contact DCF's Audit Services at 785.296.3836, or via e-mail at [oacs@dcf.ks.gov](mailto:oacs@dcf.ks.gov).

Based upon a risk analysis on this Grantee, monitoring shall consist of [XXXX]. Should further monitoring be deemed necessary during the term of the Grant, additional methods may be used.

In general, audits must be conducted in accordance with the provisions contained in 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

Entities that expend \$750,000 or more during their fiscal year in Federal awards must have an audit in compliance with provisions of the Uniform Requirements. The audit must:

- Be conducted in accordance with Generally Accepted Government Auditing Standards.
- Have a determination whether the financial statements of the organization are presented fairly in all material respects in accordance with generally accepted accounting principles. They must include a Schedule of Expenditures of Federal Awards (SEFA) and opine whether it is stated fairly in all material respects in relation to the financial statements taken as a whole.
- Include Internal Control testing – the auditor must perform procedures to obtain an understanding of internal control over Federal and State programs and determine the sufficiency of those controls over Federal and State programs.
- Include Compliance testing – the auditor must determine whether the organization has complied with Federal and State statutes, regulations, and the terms and conditions of Federal and State awards that may have a direct and material effect on major programs.

Entities that do not fall under the audit requirements noted above (i.e., have federal funding under the \$750,000 threshold, have a federal/state funding mix or are entirely state funded) must have an audit or may be subject to internal monitoring performed by DCF staff. The audit requirements **must** be determined at the time of the negotiation of the award and approved by DCF Audit Services. Audits **must** include at a minimum:

- A financial audit of the entity conducted in accordance with generally accepted auditing standards. It should assess the extent to which the Center's financial reports fairly reflect the Center's financial condition and shall include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.

- A report on internal controls and assessment of accountability and controls over grant funds. A
- A report on compliance that addresses the entity's compliance with:
  - Administrative requirements and cost principles contained in any applicable federal cost circular/guidance.
  - Guidance in the Code of Federal Regulations for the programs being reviewed.
  - DCF grant award terms and conditions and State of Kansas statutes and regulations.
- Any additional audit testing noted at the time of the award negotiation.

All entities receiving funding are subject to internal monitoring (both fiscal and program) and to audits conducted by DCF Audit Services.

DCF Audit Services has the authority, under the provisions of this grant, and Federal and State law, to conduct audits in addition to those conducted by an entity's contracted audit firm.

### **39.0 ENTIRE AGREEMENT**

This Grant constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements, oral or written. It shall not be varied, except by an instrument in writing of subsequent date, duly executed by authorized representatives of both parties. All work performed by the Grantee, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Grant, shall be deemed to have been work performed, actions taken, or payments made under this Grant.

### **40.0 SPECIAL CONDITIONS APPROVED GRANT BUDGET AUTHORITY**

If selected as the recipient of this award, I agree on behalf of *[Grant Applicant Agency]* to abide by the Specific Terms and Conditions described in this document. I understand that these Specific Terms and Conditions may change before a final award is put into place.

#### **APPLICANT AGENCY – Authorizing Official**

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

Title: \_\_\_\_\_

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

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

## Attachment E – Contractual Provisions (DA-146a) (*Kansas provisions – Department of Administration*)

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

\_\_\_\_\_ **Authorized Representative**

### 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 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.

## Attachment F – Special Provisions Incorporated By Reference (*federal provisions*)

### SPECIAL PROVISIONS INCORPORATED BY REFERENCE

#### 1.0 Definitions

The following definitions apply:

"Federal Award" – Federal grant award to DCF under which this award is issued.

"Award" – this contractual instrument (Grant, or task schedule under this Grant, or purchase order), including changes.

"Prime contract" – DCF Grant under which this award is issued.

#### 2.0 Clauses Applicable to Award

The clauses below and on the following pages, are incorporated herein by reference and made a part of this award, with the same force and effect as if set forth in full text. Upon request DCF will make their full text available. In all such clauses, unless the context of the clause requires otherwise, the term "Grantee" shall mean Grantee, the term "Grant" shall mean this award, and the terms "Government", "Grantor", and equivalent phrases shall mean DCF and DCF Purchasing Representative, respectively, except when a right, act, authorization, or obligation can be granted or performed only by the Federal Government or the Federal Government's Contracting Officer for the prime contract, or his duly authorized representative, or when access to proprietary data is required. The listed clauses shall apply to the Grantee in such manner as is necessary to reflect the position of the Grantee as a Grantor to DCF, to insure the Grantee's obligations to DCF and to the Federal Government, and to enable DCF to meet the obligations under the prime contract.

Regulation Number	Title
5 CFR Part 1320	Controlling Paperwork Burdens on the Public
31 CFR Part 205	Withdrawal of Cash from the Treasury for Advances Under Federal Grant and Other Programs
37 CFR Part 401	Rights to Inventions Made By Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements
42 CFR Part 2	Confidentiality of Alcohol and Drug Abuse Patient Records
45 CFR Part 5	Availability of Information to the Public
45 CFR Part 15	Relocation Assistance and Real Property Acquisition Policies
45 CFR Part 16	Department Grant Appeals Process
45 CFR Part 19	Limitation on Payment or Reimbursement for Drugs
45 CFR Part 46	Protection of Human Subjects
45 CFR Part 74	Administration of Grants
45 CFR Part 76	Debarment and Suspension from Eligibility for Financial Assistance
45 CFR Part 77	Remedial Actions Applicable to Letter of Credit Administration
45 CFR Part 80	Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services; Implementation of the Title CVI of the Civil Rights Act of 1964
45 CFR Part 84	Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance
45 CFR Part 86	Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
45 CFR Part 91	Nondiscrimination on the Basis of Age in HHS Programs and Activities
45 CFR Part 95	General Administration- Grant Programs (Public Assistance and Medical Assistance)
45 CFR Part 96	Block Grants
45 CFR Part 97	Consolidation of Grants to the Insular Areas
45 CFR Part 100	Intergovernmental Review of Department of Health and Human Services Programs and Activities
46 CFR Part 381	Cargo Preference
48 CFR Part 31.2	Contracts with Commercial Organizations (For-profit cost principles for grants)

For more information on the Code of Federal Regulations (CFRs), visit: <http://www.ecfr.gov/cgi-bin/ECFR?SID=2d5f57c64e7afab744f98df61bf24177&page=simple>.

Regulation Number	Title
OMB Circular A-21	Cost Principles for Educational Institutions
OMB Circular A-50	Audit Follow-up
OMB Circular A-87	Cost Principles for State, Local and Indian Tribal Governments
OMB Circular A-89	Catalog of Federal Domestic Assistance
OMB Circular A-102	Grants and Cooperative Agreements With State and Local Governments
OMB Circular A-110	Uniform Administrative Requirement for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
OMB Circular A-122	Cost Principles for Non-Profit Organizations
OMB Circular A-123	Management's Responsibility for Internal Control
OMB Circular A-133	Audits of States, Local Governments, and Non-Profit Organizations
OMB Circular A-134	Financial Accounting Principles and Standards
OMB Circular A-136	Financial Reporting Requirements

For more information on the Office of Management and Budget (OMB) Circulars, visit: [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default).

**APPLICANT AGENCY – Authorizing Official**

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

Title: \_\_\_\_\_

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

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