

**Notification of Grant Award (NOGA)**

**Under Federal Grant Award (ALN) Number 93.747**

**DCF Award Number PPS-2023-APSMH-1**

**THIS AGREEMENT MADE THIS DAY**

**BETWEEN**



**Kansas Department for Children and Families**

**having a place of business at:**

**DCF Administration Building  
555 S Kansas Avenue  
Topeka, Kansas 66603**

**AND**

**Central Kansas Mental Health Center  
809 Elmhurst Blvd  
Salina, KS 67401-7405**

**FOR**

**Adult Protective Services Mental Health Services Pilot**

**FROM**

**03/01/2023 to 09/30/2024**

**\$ 174,038.00**

# **NOGA SPECIFIC TERMS AND CONDITIONS**

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## **GRANT AWARD**

This document contains all requirements imposed on the Grantee by the Kansas Department for Children and Families (DCF), whether by statute, regulation, or within this Notification of Grant Award (NOGA) document itself and are referred to as the Specific Terms and Conditions. The terms of the award may include both standard and special provisions, appearing in each NOGA, necessary to attain the objectives of the Grant, facilitate post-award administration of the Grant Award, conserve Grant funds, or otherwise protect DCF's interest.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties agree the Grantee shall furnish and deliver all of the supplies and perform all of the services as set forth in the following Grant Award, for the consideration stated herein. The rights and obligations of the Parties to this Grant shall be subject to and governed by the Grant Award, the Contractual Provisions (Attachment B), the Special Provisions Incorporated by Reference (Attachment C), and other documents or specifications attached hereto or referenced herein.

This Grant Award supersedes any and all prior agreements of the parties, whether written or oral, concerning the subject matter hereof.

The section titles used herein are for convenience only and shall in no way be construed as part of this Grant Award or as an indication of the meaning of the particular section.

## **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 Central Kansas Mental Health Center and its employees, agents, and representatives; an independent contractor and not an agent of DCF.
- (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:

(1) To DCF:

**Kansas Department for Children and Families**  
**Attention: Chrisy Khatib, APS Deputy Director**  
**(DCF Program Manager)**  
**Prevention and Protections Services – Adult Protective Services**  
**555 Kansas Avenue**  
**Topeka, KS 66603-3444**  
**Phone: (785) 230-9838**  
**Email: Kerri.Khatib@ks.gov**

(2) To Grantee:

**Central Kansas Mental Health Center**  
**Attention: Nicki Seay, Director, Community Support Services**  
**809 Elmhurst Blvd**  
**Salina, KS 67401-7405**

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number (**PPS-2023-APSMH-1**) 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 **03/01/2023 to 09/30/2024**. The Grantee will not receive payment for any expenditure made or incurred prior to 03/01/2023 or after 09/30/2024, the term of this Grant award.

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

The counties served through this Grant include Saline County. The target population served by this grant includes Adult Protective Services involved adults requiring mental health services and caregivers.

#### **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 efforts performed under this Grant are 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 B.

#### **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. Attachment B (Contractual Provisions – DA-146a)
- b. Amendments to the Award
- c. The Award
- d. Attachment C (Special Provisions Incorporated by Reference)
- e. 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. The relationship of DCF to the grantee is not affected by the grantee's status as a for-profit or a not-for-profit entity. All terms and conditions within this award shall apply regardless of grantee's status.

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

The Grantee, shall, in conformance with the Specific Terms and Conditions set forth herein, provide all things necessary and/or incidental to the furnishing and delivery to DCF, all of the supplies or services set forth below.

### **9.1 BACKGROUND AND SCOPE**

Central Kansas Mental Health (CKMHC) is the mental health authority for Dickinson, Ellsworth, Lincoln, Ottawa, and Saline counties. As the community looks forward to the next 50 years the population of ages 65 and up is predicted to increase by 70%. In rural areas, the total population is expected to decline, but the percentage of people aging in place aging in place and those over 65 will increase. The Kansas Health Foundation estimates the total population in western rural counties will decrease by an average of 25% for ages 64 and under, while 65 and over is projected to grow by 8%.

Aging populations present unique healthcare needs and behavioral health challenges. Like other demographic groups, older adults have reported increased mental health needs brought on by the age stressors of the COVID-19 pandemic. Quarantine and distancing have increased the number of older adults experiencing isolation, anxiety, and depression. One-third of older adults have reported mental health disorders since April 2020, and over 50% have not received treatment. In addition to isolation, older adults face additional determinants of health, including fixed income and lack of access to health resources in rural settings. Older adults face a heightened risk for depression which can be exacerbated by isolation. "Chronic diseases and health problems, Alzheimer's disease and other dementias, financial stress, disability, surgeries and hospitalizations, substance use disorders, certain medications, loss of independence, social isolation and loneliness, grief over the death of a loved one, and other major life changes or stressful events.

CKMH is preparing to meet these challenges by increasing care to APS-involved adults who have been victims of abuse, neglect, or financial exploitation and need mental health supports to improve their overall health and well-being of caregivers needing geriatric mental health support.

The program's goal will be to promote the safety, independence, and quality of life for those vulnerable adults (18 and older) experiencing behavioral health needs, who are being abused, neglected by self or others or financially exploited and unable to protect themselves.

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

*Below is a list of services that may be provided and will be based on medical necessity.*

1. Therapy
2. Case-Management
3. Targeted Case-Management
4. Attendant Care
5. Psychosocial Group (Social/ Daily Living Skills)

6. Peer Supports
7. Medication appointments
8. Guardian / Family Member / Caregiver supports
9. Additional can be added as needed for overall care

Activities may include:

1. Connecting to Community Resources
2. Developing Natural Supports
3. Addressing Housing
4. Symptom Management
5. Daily Activities Training
6. Maintaining coverage (Medicaid/Medicare)-with assistance from wraparound team.
7. Caregiver Group / Support
8. Care Coordination for Physical, Mental, Spiritual, Hospital Discharges, etc.

Target Population

- 1 APS clients who have been victims of abuse, neglect, or financial exploitation.
- 2 APS clients need mental health support to improve their health and well-being.
3. APS clients and caregivers needing geriatric mental health support.

Delivery Methods May Include

1. In office
2. Home Visits
3. Tele-Health
4. Community
5. Care Coordination
6. Misc.

Training Resources

- Kansas Train and Relias
- National Adult Protective Services Training Center, <https://natc.acl.gov/>.

Referral Process

1. CMHC will create a referral packet to assist APS in referring for identified adults. (Referrals will be aligned with behavioral health needs-Other service needed, team will discuss best access to other care in the community.) This would include patient and/or guardian/family support needs.
  - a. Below is how the State identifying SMI/SPMI to qualify for case management services.
  - b. SMI Definition: Serious Mental Illness (SMI) is defined as someone over the age of 18 who has (or had within the past year) a diagnosable mental, behavioral, or emotional disorder that causes serious functional impairment that substantially interferes with or limits one or more major life activities.



2. SPMI Definition: an individual is considered to have a serious mental illness (MI) if the individual meets the following requirements on diagnosis, level of impairment and duration of illness:
- a. Diagnosis: a schizophrenic, mood, paranoid, panic, or other severe anxiety disorder; somatoform disorder; personality disorder; other psychotic disorder; or another mental disorder that may lead to chronic disability.
  - b. Level of Impairment:
    - i. Interpersonal functioning. An individual has serious difficulty interacting appropriately and communicating effectively with other persons, has a possible history of altercations, evictions, firing, fear of strangers, avoidance of interpersonal relationships and social isolation.
    - ii. Concentration, persistence, and pace. An individual has serious difficulty in sustaining focused attention for a long enough period to permit the completion of tasks commonly found in work settings or in work-like structured activities, occurring in school or home settings, manifests difficulties in concentration, inability to complete simple tasks within an established time period, makes frequent errors, or requires assistance in the completion of tasks.
    - iii. Adaptation to change. An individual has serious difficulty in adapting to typical changes in circumstances associated with work, school, family or social interaction, manifests agitation, exacerbated signs, and symptoms associated with the illness, or withdrawal from the situation, or requires intervention by the mental or judicial system.
    - iv. Recent treatment history (duration of illness): Must ALSO have received inpatient or partial inpatient hospitalizations more than once in the last two years for the mental illness or be receiving intensive supportive services to maintain functioning at home or in a residential treatment environment or intervention by housing or law enforcement, etc. for the mental illness.
  - c. APS will utilize and fully complete needed information before any referrals will be accepted.
  - d. APS will begin and communicate fully where patient is in the determination of Medicaid/Medicare applications or assist with the establishment of a payment source as needed.
  - e. Same Day Access (SDA) will be utilized to complete the full assessment.
  - f. Full assessment will determine medically necessary services (i.e., therapy, community-based services, medications, etc.)
  - g. Coordination of care (overall coordination of physical and mental health needs) will begin between CMHC and APS.
  - h. CMHC is a service provider and APS will continue to maintain an open service plan.
  - i. A wraparound model of care will be utilized for overall case coordination for the care of the involved adult.

### **9.3 PERFORMANCE MEASURES**

- 1. 25% of identified behavioral health adults will have no recurrent maltreatment reports as tracked quarterly by APS.
- 2. 25% of identified behavioral health adults will demonstrate a reduction in risk factors as tracked quarterly by APS.

3. 25% of identified behavioral health adults will demonstrate improvements based on DLA scores reported to APS quarterly by CMHC.
4. 25% of Caregivers will report an improvement of their overall mental health by client satisfaction survey results provided quarterly to APS by CMHC.
5. CMHC will report the number of people referred to community-based services to APS.
6. 25% of adults referred for Community Based Supports will accept these services based on referral data quarterly gathered by CMHC and reported to APS.

#### **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 **09/30/2024**.

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 must submit if they wish to request a revision to their Approved Grant Budget Authority.

Equipment Pre-Approval Request (Form OGC-4004.1)

- 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 (DCF-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 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>.**

**Status Reports are due as follows:**

Status Reports (OGC-1006) shall be due every month, by the 20<sup>th</sup> calendar day following the month of service. Reports are due as follows:

March 2023 due April 20, 2023  
April 2023 due May 20, 2023  
May 2023 due June 20, 2023  
June 2023 due July 20, 2023  
July 2023 due August 20, 2023  
August 2023 due September 20, 2023  
September 2023 due October 20, 2023  
October 2023 due November 20, 2023  
November 2023 due December 20, 2023  
December 2023 due January 20, 2024  
January 2024 due February 20, 2024  
February 2024 due March 20, 2024  
March 2024 due April 20, 2024  
April 2024 due May 20, 2024  
May 2024 due June 20, 2024  
June 2024 due July 20, 2024  
July 2024 due August 20, 2024  
August 2024 due September 20, 2024  
September 2024 due October 20, 2024

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:**

Budget Transaction Reports (OGC-1005) and Budget Itemization Reports (OGC-4005) shall be due every month, by the 20<sup>th</sup> calendar day following the month of service. Reports are due as follows:

March 2023 due April 20, 2023  
April 2023 due May 20, 2023  
May 2023 due June 20, 2023  
June 2023 due July 20, 2023  
July 2023 due August 20, 2023  
August 2023 due September 20, 2023  
September 2023 due October 20, 2023  
October 2023 due November 20, 2023  
November 2023 due December 20, 2023  
December 2023 due January 20, 2024  
January 2024 due February 20, 2024  
February 2024 due March 20, 2024

March 2024 due April 20, 2024  
April 2024 due May 20, 2024  
May 2024 due June 20, 2024  
June 2024 due July 20, 2024  
July 2024 due August 20, 2024  
August 2024 due September 20, 2024  
September 2024 due October 20, 2024

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. **Preliminary reports will not be accepted.** No more than one report per designated reporting period is allowed. Should adjustments be necessary they must be made on the reports for the following reporting period.

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 funds may be released for 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 may not be required to be submitted each reporting period, this original documentation of expenditures must be kept on file and available at the request of State and/or federal officials.

**In addition, the following supplemental reports are due as follows:**

Quarterly reports providing the following information:

- Involved Adult – Open cases

- Involved Adult - Age
- Involved Adult – CMHC hours provided, per adult
- Involved Adult – Services referred, per adult
- Involved Adult – Services accepted, per adult
- Involved Adult – Mental Health status, per adult
- Involved Adult – ER visits while having open case, per adult
- Caregiver Assistance – Open cases, per adult
- Caregiver Assistance – Hours provided, per adult
- Caregiver Assistance – Services referred, per adult
- Caregiver Assistance – Services accepted, per adult

Supplemental Reports shall be due every quarter, by the 20<sup>th</sup> calendar day following the end of each quarter. Supplemental Reports are due as follows:

Quarter ending 03/31/2023 due 04/20/2023  
 Quarter ending 06/30/2023 due 07/20/2023  
 Quarter ending 09/30/2023 due 10/20/2023  
 Quarter ending 12/31/2023 due 01/20/2024  
 Quarter ending 03/31/2024 due 04/20/2024  
 Quarter ending 06/30/2024 due 07/20/2024  
 Quarter ending 09/30/2024 due 10/20/2024

**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:**

**Kansas Department for Children and Families  
 Attention: Chrisy Khatib, APS Deputy Director  
 (DCF Program Manager)  
 Prevention and Protections Services – Adult Protective Services  
 555 Kansas Avenue  
 Topeka, KS 66603-3444  
 Phone: (785) 230-9838  
 Email: [Kerri.Khatib@ks.gov](mailto:Kerri.Khatib@ks.gov)**

#### **9.5 STATE RESOURCES TO BE PROVIDED**

None

#### **10.0 FUNDING**

The funding amount for this Grant is **\$ 174,038.00**. Indirect Costs should not exceed 10 percent of the total Grant Budget. A copy of the Grantee’s federally approved Indirect Cost rate agreement must be included should a different rate be requested.

Grantee must submit regular budget reports itemizing costs incurred, as noted above, and is reimbursed accordingly.

This is a pilot project and information as a result of the pilot will be used to determine overall need and benefit of the services provided. Based on this information, long-term funding will be sought through available Federal and State funding resources. The process in determining overall sustainability employed during this pilot is outlined below.

- I. Goal/Objectives/Outcomes** will be reviewed by the CMHCs and APS, to identify the elements working the best. This will be reviewed quarterly as data is submitted regarding referrals, care coordination, and overall treatment services. Several questions will be asked:
  - a. Does this continue to meet the mission and vision statements of the CMHC?
  - b. Do we all share the importance of the outcomes?
  - c. How are outcomes comparing with current practices/workflows, etc.?
  - d. Are there some services more successful for some patients than others?
  - e. Are there any specific variables or elements of interventions that show improvements from baseline?
- II. Budget/Costing/Reimbursements:** quarterly there will need to be a review of the budget, costing, and reimbursement to continue to understand the funding and whether or not other avenues of funding are being identified or developed.
  - a. Are there other ways to utilize funding within a more collaborative model?
  - b. Should other models be evaluated and what funding sources are they utilizing?
  - c. Are there other resources in our community that could align with our current goals/objective/outcomes?
- III. Additional Funding Supports:** Information from above will be utilized to secure future funding and supports.
  - a. Can we provide how the APS adult and caregiver population benefit from the project?
  - b. Does this continue to meet the mission/vision of the CMHC?
  - c. Are there new partnerships or collaborative partners being developed to assist with funding?
- IV. Overall sustainability:** Sustainability through continued State dollars and Medicaid billing mechanism.
  - a. How many adults benefited along with caregivers in the outcomes?
  - b. Can this program overcome resource barriers to expand?
  - c. Has this program successes improve lives of adults and caregivers?
  - d. The primary long-term sustainability will involve the evaluation the percentage of Medicaid funding available compared to the self pay/Medicare/Private insurance funded services. The larger percentage

of services being eligible for Medicaid funding will potentially provide the sustainability needed if State dollars are no longer available.

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

The formal approval of grant awards, and the obligation and payment of funds, 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. Allowable costs under this grant 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:  
<https://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 this 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. State of Kansas purchasing regulations are required to be followed, unless prior approval has been granted. Travel costs under this award are to follow State of Kansas mileage and per-diem rates as stated.

#### **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 Grantee.

#### **10.5 *PROPORTIONATE FUNDING***

Allowable 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, 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***

Grantee shall not use grant monies to pay for expenses already being paid for or have been paid for by another source. Grantee shall not replace or supplant funding of another existing program with funds provided for in this Grant. Funds granted under this Grant 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 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, 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 this Grant, program income received or accrued by 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. 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. Grant Funds are 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***

Grantee 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 Grantee, 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, 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 percent per month of the unpaid balance due. Total compensation shall not exceed \$ 174,038.00.

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

Grantee may submit a Revision Request (OGC-1008) during the grant year to their designated Program Manager 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 percent of the line item amount where the money is coming **FROM** no Revision is required.

**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. 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 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.

- f. This grant shall be modified only by the written agreement of the parties with the approval of DCF. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.

### **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 there is a lack of funding and requires a modification of this grant, DCF reserves the right to renegotiate terms and conditions of the agreement with the Grantee. Grantee agrees to cooperate with DCF in negotiating this grant.

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 grant to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to 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 this grant, DCF will, in good faith, negotiate regarding the terms of the grant.

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

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

## **13.0 DATA**

DCF warrants that technical data issued to Grantee for use in performing professional services under this Grant shall be current, accurate, complete and adequate for its intended purpose. 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).

Grantee may have access to private or confidential data maintained by DCF to the extent necessary to carry out its responsibilities under this Grant. Grantee must comply with all the requirements of the Kansas Open Records Act in providing services under this Grant. 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. 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, 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 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.

## **17.0 FORCE MAJEURE**

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 Grantee's employees, and freight embargoes.

## **18.0 TERMINATION**

### **18.1 GRANT TERMINATION**

The initial term of this Grant shall commence on **03/01/2023** and shall continue in effect until **09/30/2024** 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. Failure to perform the requirements and conditions set forth in the Grant shall be considered a material breach.

**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 its Grant; Grantee's material breach of the terms and conditions of the grant; the willful breach, habitual neglect, or other continued failure of the Grantee to abide by any law, rule, procedure or policy that Grantee has received notice from either DCF or the

State of Kansas; the inability to submit a valid Kansas Certificate of Tax Clearance for Grantee from the Kansas Department of Revenue; Grantee or any of its employees is found to be debarred or suspended. In the event DCF terminates this grant for cause, Grantee will be provided written notice of the reasons therefore.

#### **18.2    *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.

#### **18.3    *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, 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. Grantee shall continue to perform any part of the work that has not been terminated by the notice.

#### **18.4    *RIGHTS AND REMEDIES***

If this Grant is terminated, DCF, in addition to any other rights provided for in this Grant, may require 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 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 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, that Grantee's failure was due to causes beyond the control of or negligence of Grantee, the termination shall be a termination for convenience in the best interest of the State.

In the event of termination, 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.

## **19.0 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.

## **20.0 REVIEWS AND HEARINGS**

The Grantee agrees to advise DCF of all complaints made known to Grantee and refer all appeals or fair hearing requests to the State. DCF has the discretion to require 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.*

## **21.0 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.*).

## **22.0 CONFLICT OF INTEREST**

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, 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.*

## **23.0 NONDISCRIMINATION AND WORKPLACE SAFETY**

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.

### **23.1 CIVIL RIGHTS AND NONDISCRIMINATION**

Grantee assures all grant projects provided by 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.

### **23.2 EQUAL EMPLOYMENT OPPORTUNITY PLAN**

Grantee assures it has formulated an equal employment opportunity plan (EEOP) if required by federal and State law. 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.

### **23.3 LIMITED ENGLISH PROFICIENCY**

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).

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

Grantee 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 Grantee is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the grant and it 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 Grantee has violated applicable provisions of ADA, such violation shall constitute a breach of this grant and it 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.

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

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

DCF is a covered entity under HIPAA 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 purpose:
  - 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 Grantee to carry out the legal responsibilities of 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 that 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 Grantee. 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: Glenna Phillips, an 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 sixty (60) 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.

## **26.0 CRIMINAL PROVISION**

By acceptance of this Grant, 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).

## **27.0 TAX CLEARANCE**

Any Grantee who applies for a DCF Grant Award must obtain a valid Kansas Certificate of Tax Clearance for Grantee 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 a Grantee's account is compliant with all primary Kansas Tax

Laws. A Tax Clearance expires every ninety (90) days. This is in accordance with K.S.A 75-3740(c).

## **28.0 DEBARMENT**

As part of the Code of Federal Regulations, 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.

## **29.0 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.

Grantee must submit the FFATA Five Most Highly Compensated Executives form (Form OGC-4001.1) (Attachment A) and submit it with their signed NOGA.

## **30.0 OWNERSHIP**

All data, forms, procedures, software, manuals, system descriptions and workflows 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.

## **31.0 PUBLICITY RELEASES**

All such publicity releases and materials must be sent to DCF Office of Communications for review, via the grant program manager, at least one week in advance of publication. No unauthorized use of the DCF logo is allowed. No unauthorized statements, comments, social media or the like identifying DCF will be allowed. Any statements, comments, social media or the like identifying DCF must be approved by DCF Office of Communications.

## **32.0 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:

<https://ebit.ks.gov/itec/resources/policies>. Information Technology Policy #1210, State of Kansas Web Accessibility Requirements, can be found at <https://ebit.ks.gov/itec/resources/policies/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.

### **33.0 LOBBYING**

No appropriated funds may be expended by Grantee 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.

### **34.0 CARE OF STATE PROPERTY**

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. Grantee will reimburse DCF for such property's loss or damage caused by Grantee, normal wear and tear expected.

### **35.0 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-4004.1) 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.

### **36.0 RECORDS**

#### **36.1 ACCOUNTING SYSTEM**

Grantee's accounting system shall meet generally accepted accounting principles as well as maintain effective internal controls as per e-CFR 200.303. Expenditures recorded within the system must follow e-CFR 200.34.

#### **36.2 MAINTENANCE OF COST RECORDS**

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.

### **36.3 RETENTION OF RECORDS AND REPORTS**

Unless otherwise specified in this Grant Award document, 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 that impair the integrity or security of such materials during the retention period.

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.

### **37.0 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 Audit/Monitoring Policy and Requirements, which can be found on DCF's website at <https://www.dcf.ks.gov/Agency/Operations/Audits/Pages/Policies.aspx>. For more information, please contact DCF Audit Services at 785.296.3836, or via e-mail at [DCF.OACS@ks.gov](mailto:DCF.OACS@ks.gov).

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.

### **38.0 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.

## **39.0 SPECIAL CONDITIONS**

### **39.1 GRANTEE TRAINING**

A representative of Grantee must complete DCF's **mandatory Grant Training** before the Agency submits its first Budget Transaction Report. One person from Grantee, preferably the Project Director (person managing the grant), must review the Grantee Resources found at <http://www.dcf.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx> and complete the online training found at <https://www.surveymonkey.com/s/2JHMZXX>. The training certificate received at completion of the training must be submitted along with the Grantee Agencies first submitted Budget Transaction, Budget Itemization and Status reports.

**All OGC forms noted in this document 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>.**

## Approved Grant Budget Authority

Line Item	Approved Grant Budget	Percent of Budget	Match
Personnel	\$97,947.50	56.28%	
Fringe Benefits	\$63,160.50	36.29%	
Travel	\$2,000.00	1.15%	
Equipment	\$2,710.00	1.56%	
Supplies	\$0.00	0.00%	
Contractual	\$0.00	0.00%	
Building	\$0.00	0.00%	
Training	\$0.00	0.00%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Indirect Costs*	\$8,220.00	4.72%	

**TOTAL GRANT BUDGET =** \$174,038.00

Total Grant Budget: \$174,038.00

Match: \$0.00

*[Confirm match requirement, if applicable, and whether it should be "hard" or "soft" (per funding guidelines). Be sure to note if there is no match requirement.]*

**TOTAL PROJECT BUDGET =** \$174,038.00

**SOURCE OF GRANT FUNDING** ARPA for APS

*\*Indirect Costs should not exceed 10% of the total Grant Budget.*