

Notification of Grant Award (NOGA)

Under Federal Grant Award CFDA Number 93.575

DCF Award Number EES-2023-WFD-01

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

**Kansas Child Care Training Opportunities, Inc.
2323 Anderson Avenue, Suite 151
Manhattan, KS 66502-2912**

FOR

Child Care Workforce Professional Development

FROM

7/01/2022 to 6/30/2023

\$3,050,643.00

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 E](#)), the Special Provisions Incorporated by Reference ([Attachment F](#)), 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" and KCCTO shall mean Kansas Child Care Training Opportunities, Inc. 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: Darcy Hoke, CCDF Initiatives Program Manager
Economic and Employment Services
Department for Children and Families
555 S. Kansas Ave., 4th Floor
Topeka, KS 66603
Email: darcy.hoke@ks.gov

(2) To Grantee:

Kansas Child Care Training Opportunities, Inc.
Attention: Patricia Peschel, Director
2323 Anderson Avenue, Suite 151
Manhattan, KS 66502-2912
Phone: (785) 532-7197
Email: pkeating@ksu.edu

Kansas Child Care Training Opportunities, Inc.
Attention: Hayley Hynek, Program Coordinator
2323 Anderson Avenue, Suite 151
Manhattan, KS 66502-2912
Email: hales08@ksu.edu

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number **EES-2023-WFD-01** 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 07/01/2022 to 06/30/2023 with the option of one (1) additional one-year renewal. The Grantee will not receive payment for any expenditure made or incurred prior to 07/01/2022 or after 06/30/2023, the term of this Grant award.

4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include statewide. The target population served by this grant includes child care programs and providers.

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 E](#).

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 E](#) (Contractual Provisions – DA-146a)
- b. Amendments to the Award
- c. The Award
- d. [Attachment F](#) (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

The DCF Economic and Employment Services provides Child Care and Development Fund (CCDF) funding to for-profit or non-profit organization or public governmental entity for a Statewide Professional Development System. Applicants must successfully communicate a comprehensive approach to providing effective training to child care and education programs; provide required Health and Safety training without interruption in services at the beginning date of this contract, and have the infrastructure to support online training, tracking, and reporting as it relates to the implementation of the program's standards.

Program Philosophy

The funds from the Child Care and Development Fund (CCDF) are used to improve the quality and availability of child care and early education programs. The overall goal of the Workforce Development System will be to establish a coordinated statewide Professional Development System to prepare and train a skilled early childhood workforce. This coordinated network of education, training and technical assistance will align with federal, State and local initiatives to provide teachers with core knowledge and skills. The successful grantee will collaborate and coordinate with the statewide Infant Toddler Specialist Network and Links to Quality to facilitate training for child care professionals and increase resources and opportunities, with the common goal to improve skills and knowledge of the existing child care workforce

9.2 SERVICES TO BE PROVIDED

Purpose, Goals and Objectives

The purpose of this program is to provide Child Care and Development Fund (CCDF) funding to for-profit or non-profit organization or a public governmental entity to implement a statewide professional development system. Workforce development activities address systems, policies, and practices to support the goal of developing a highly qualified and effective workforce for professionals providing care for children birth to school age.

A. The Goals of the professional development system will include:

1. **Provide a training delivery system for child care professionals/providers of Kansas**
 - a. Include professional development conducted on an ongoing basis and provides for a progression of professional development that may include

encouraging pursuit of credentials, certificates and postsecondary education.

- b. Offer online, virtual, and in-person training that include Health and Safety courses required by KDHE Child Care Licensing on an ongoing basis to ensure new and existing childcare professionals can assess them whenever needed. At a minimum and as appropriate, these courses will cover the current Caring for Our Children National Health and Safety Performance Standards and KDHE licensing requirements. Course topics are based on Child Care Development Block Grant (CCDBG) regulations. The following must be included, but not limited to:
 - 1. Basic Child Development, Including Supervision of Children
 - 2. Recognition and Reporting of Child Abuse and Neglect
 - 3. Prevention and Control of Infectious Diseases (including immunization)
 - 4. SIDS and Use of Safe Sleep Practices
 - 5. Administration of Medication
 - 6. Prevention and Response to Food Allergies
 - 7. Prevention of Shaken Baby Syndrome and Abusive Head Trauma
 - 8. Emergency Preparedness and Response Planning
 - 9. Building and Physical Premises Safety Emergency Preparedness and Response Planning
 - 10. Handling and Storage of Hazardous Materials and Bio-contaminants
 - 11. Precautions in Transporting Children
- c. Offer and identify additional training in the 11 health and safety topics that meet the CCDBG additional four Healthy and Safety annual training hours requirement. Applicant should identify courses that are currently available to offer and courses that would need to be developed
- d. Provide ongoing training in the priority training topics listed below as determined by CCDBG regulations. Applicant should identify courses that are currently available to offer and courses that would need to be developed.
 - 1. DCF Child Care Subsidy Program
 - 2. Homelessness
 - 3. Nutrition, Physical Activity and Obesity
 - 4. Cultural Responsiveness
 - 5. English Language Learners
 - 6. Children with Disabilities
 - 7. Adverse Childhood Experiences (ACES)
 - 8. Early Neurological Development
 - 9. Kansas Early Learning Standards (KELS)
 - 10. Early Childhood Social and Emotional Development
 - 11. Preventing and Reducing Expulsions and Suspensions
 - 12. Business Practices
- e. Reflect current research and best practices related to the skills necessary for the child care workforce to meet the developmental needs of

participating children and engage families, which may include culturally and linguistically appropriate.

- f. Devise a process to ensure all courses are reviewed and updated, at least every 5 years, to reflect any changes in standards and best practices.
 - g. Align professional development with Kansas Early Learning Standards (KELS), Kansas Family Engagement and Partnership Standards, and Kansas Core Competencies. This may include other standards and guidelines, as appropriate, that are recognized by the early education system in Kansas.
 - h. Ensure coursework designed is purposeful and based on input from the Advisory Committee, CCDF initiatives (i.e. Infant-Toddler Specialist Network, Links to Quality), and other resources designed to learn about Kansas child care workforce professional development needs.
 - i. Collaborate to support training needs identified by CCDF-funded programs, including Infant Toddler Specialist Network and other CCDF-funded programs, including afterschool (if applicable), Consumer Education Resource and Referral (CCR&R), and Links to Quality.
 - j. Establish an evaluation process to assess each learner's increase in content knowledge, skills and plans for implementation in their programs.
 - k. Demonstrate an internal process of continuous quality improvement, including self- assessment, measurement, review of outcomes and implementation of identified improvements. This should include a commitment to the collection of necessary data and using the data to inform decision making.
2. **Create a Statewide Early Childhood Trainer Directory to support workforce development and ensure consistent training and professional development is provided to the early learning workforce.**
- a. Ensure adequate staffing to provide necessary in-person training and oversee implementation of an online learning management system. Trainers must have a minimum of a bachelor's degree in child development, early childhood education or related field; at least three years of experience working with young children with a minimum of one year in a child care setting; experience working with adults (e.g., training, coaching, mentoring or leading and providing support to caregivers/teachers).
 - b. Collaborate and coordinate with other early childhood and education partners in the state to establish a trainer approval system to be developed in partnership with the Early Childhood Systems Building Team as part of the registry.
 - c. Identify trainers who provide professional development services that include online and in-person training and other professional development

such as technical assistance, consultation, coaching or other specialized program services. Content areas should include but not limited to:

1. Ages and Stages Questionnaire (ASQ)
 2. Classroom Assessment Scoring System (CLASS)
 3. Environmental Rating Scales
 - a. Family Child Care Environment Rating Scale (FCCERS)
 - b. Infant/Toddler Environmental Rating Scale – Revised (ITERS-R)
 - c. School-Age Care Environmental Rating Scale (SACERS)
 - d. Early Childhood Environmental Rating Scale (ECERS)
 4. Preventing Child Abuse and Neglect
 5. Center for Social Emotional Foundations for Early Learning (CSEFEL) and
 6. Program for Infant Toddler Caregivers (PITC)
 7. Strengthening Business Practices
3. **Develop and maintain a comprehensive, online searchable statewide Training Calendar to ensure early learning professionals shall be able to access professional development.**
- a. Promote all community-based training to increase awareness and increase accessibility for all child care professionals to participate based on their individual needs, including First-Aid and CPR training.
 - b. Develop a searchable, user-friendly training calendar that provides information on resource supports and training opportunities that are available throughout Kansas and from other organizations offering training.
 - c. Demonstrate that childcare professionals are able to search training based on their individual needs (i.e. KDHE required courses, health and safety courses that meet the DCF subsidy annual training hour requirements, course type, program type, children’s age group, Child Development Associate (CDA) credential subject areas, course topic based on core competencies, other community-based events and resources for child care professionals, etc.)
4. **Develop a coaching, mentoring and technical assistance (TA) network that will enhance other DCF initiatives, including but not limited to, the Statewide Infant and Toddler Network and Links to Quality, Kansas’ Quality Rating Improvement System (QRIS).**
- a. Provide TA in multiple formats which will include, but is not limited to, phone calls, technology platforms, peer community learning groups, and face-to-face visits across all early education and school age program settings, including home-based and center programs that supports them in their professional learning. TA may include coaches, consultants, mentors, trainers. TA provided will support practice and implementation of knowledge and skills needed to address children’s growth and development.

- b. Offer training courses and support to increase trainer and TA competencies.
 - c. Collaborate to support TA needs identified by CCDF-funded programs, including Infant Toddler Specialist Network and other CCDF-funded programs, including afterschool (if applicable), Consumer Education Resource and Referral (CCR&R), and Links to Quality.
 - d. Market a cadre of established coaches, TA providers and trainers to support child care professionals throughout Kansas based on content specialties (i.e. Ages and Stages Questionnaire, Classroom Assessment Scoring System, Environmental Rating Scales, Preventing Child Abuse and Neglect, First Aid and CPR, Center for Social Emotional Foundations for Early Learning, Program for Infant Toddler Caregivers, Strengthening Business Practices, CDA) both internally and with other agencies to match providers and programs with TA that best matches their needs in serving children in their care.
 - e. Ensure adequate staffing to oversee implementation of the TA cadre. Staff must have a minimum of a bachelor's degree in child development, early childhood education or related field; at least three years of experience working with young children with a minimum of one year in a child care setting; experience working with adults (e.g., training, coaching, mentoring or leading and providing support to caregivers/teachers).
 - f. Offer TA and referrals for online and community-based training opportunities in coordination and collaboration with other agencies and organizations to utilize TA specialists and resources available in the provider's community.
5. **Establish procedures and criteria for a Financial Incentive program.**
- a. Establish procedures and criteria for financial incentives (i.e. CDA scholarships, First Aid and CPR scholarships, Higher Education scholarships, Accreditation, Endorsements, and Certifications) to child care professionals seeking progression of professional development to improve quality in their child care program.
 - b. Determine awards to support trainers in the form of mini grants, based on the trainer's education level and criteria established by the grantee with input from the advisory committee
 - c. Provide a suggested framework for raising awareness of financial incentives to the public, and recruiting and selecting child care professionals interested in career advancement.
6. **Establish and facilitate an Advisory Committee of early childhood professionals to provide ongoing connections with early childhood practitioners who provide early education and care to Kansas children and their families.**

- a. Facilitate and coordinate an Advisory Committee of early childhood professionals by providing additional coordination and collaboration among the early childhood programs and services who have a vested interest in high quality professional development for child care programs in Kansas and provide early education and care to Kansas children and their families.
- b. Ensure adequate staff to oversee implementation of a statewide Workforce Development Advisory Committee. Staff is responsible for oversight of the programmatic operations and representing the advisory committee in the Early Childhood System Building work to strengthen the early education workforce.
- c. Utilize the members of the Advisory Committee to develop recommendations on the development of a data collection system for early childhood and development programs and services.
- d. Leverage resources to reduce duplication of services through communication, coordination, and collaboration with other agencies and organizations.
- e. Coordinate planning and service delivery of shared resources, joint training, strategies and best practices, that build coherent systems in communities to provide a continuum of professional development supports and services for child care providers.
- f. Explore options for collaboration and coordination with other organizations delivering model specific and other early childhood trainings, TA, or mental health consultation.
- g. Research, develop and recommend a competency-based credentialing system for child care professionals that recognize education, ongoing professional development, experience, and demonstrated competencies.
- h. Conduct a statewide professional development needs assessment on the quality and availability of early childhood education and professional development to determine the training needs and interests of child care providers in Kansas.
- i. Identify opportunities for, and barriers to collaboration and coordination with higher education institutions, professional development providers and members of the early childhood workforce.
- j. Develop recommendations on statewide professional development and career advancement plans for early childhood educators.
- k. Develop recommendations for improvements in state standards, as appropriate.
- l. Make recommendations for improvements in the State early learning standards and undertake efforts to develop high-quality comprehensive early learning standards, as appropriate; and



Initials of Grantee Agency's Authorizing Official

- m. Support professional development, recruitment, and retention initiatives for early childhood educators;
- n. Enhance existing early childhood education and development programs; and services by carrying out other activities consistent with the State's plan and application

Programs should contain design elements that may include the following:

A. Levels of the Professional Development System will include:

1. Demonstrate strategies to design and facilitate online, virtual and in-person training that is inclusive and accessible to all child care professionals statewide. At a minimum, strategies should address content, pedagogy and assessments of the learners' understanding.
2. Online Learning Management System (LMS): The grantee shall propose a system based on the ease of use for the participants and trainers. The LSM shall allow instructor-led training, online course registration, application sharing, discussion threads, forums and evaluation.
3. Support the trainers to provide online professional development instruction with curricula, resources, and other supports. All courses shall be approved by KDHE for online delivery. All training course modules created or utilized by the grantee should adhere to all requirements.
4. Interactive presentations of the concepts utilizing various methods such as text, animations, audio narration, video clips, mind maps, timelines, images, stories, scenarios, drag and drop interactions or other interactive methods to engage learners.
5. Interactive examples, scenarios, exercises and quizzes which require mastery of the content should be present throughout the course to allow for practice and reflection and increase conceptual clarity. These interactive aids should include correction/validation to allow learners to identify problems and/or recognize their understanding of the material.
6. Visually appealing and adhere to required ADA standards.
7. Prevent learners from skipping the course content and completing the final quiz to receive their certificate, while also allowing some freedom of navigation within the material which may be needed to prevent frustration in learners.
8. Allow the learner access to review course material after completion of course.
9. Course feedback must be analyzed to aid in continuous course improvements.
10. Courses should provide learners with resources on the subject or related to the subject to provide the opportunity to explore on their own and broaden their understanding.

B. All responders must demonstrate knowledge and understanding of child care professional development related to:

1. General knowledge of the Kansas early education system, including an understanding of demographic characteristics and trends.

2. Knowledge of the State's child care workforce capacity, needs, trends and resources.
3. Knowledge and understanding of specific communities including: tribal, immigrants/refugee, low income, homeless, children with special needs and families with non-traditional work hours.
4. Demonstrated success in establishing collaboration and/or partnerships with early childhood organizations, schools, programs and community-based organizations, including those in underserved and under-represented communities.

C. Professional Development specialists need wide, deep, and diverse knowledge and skills to be successful in their roles include, the following:

1. Professionalism and Ethics that demonstrates competence and promotes professionalism in the field of childhood education.
2. Knowledge of instructional Design and Development.
3. Knowledge of Content which includes connections between theory and practice.
4. Presentation Skills which includes support of a learning environment appropriate for adult learners.
5. Quality Assurance that creates a positive learning environment .
6. Experience and knowledge of competencies and standards.
7. Present professional development events with key objectives tied to specific learning outcomes, link to established competencies and incorporate principles of adult learning.
8. Minimum of a bachelor's degree in child development, early childhood education or related field; at least three years of experience working with young children with a minimum of one year in a child care setting; and experience working with adults (e.g. training, mentoring or leading caregivers/teachers).
9. Ensure trainers meet requirements consistent with the existing professional development system.
10. Identify trainers who provide other professional development services, such as TA, coaching or other specialized program services.
11. Knowledge of relationship-based professional development services (e.g., coaching, consultation, professional development advising and TA).
12. Knowledge of developmental screening and child assessment tools

D. The roles and responsibilities of a Professional Development Specialist in a statewide system should include:

1. Qualifications designed to enable child care professional that provide services to children eligible for CCDF services to promote the social, emotional, physical and cognitive development of children and improve the knowledge

- and skills of the child care workforce in working with children and families.
2. Promoting and supporting the professional development of the child care workforce in Kansas.
 3. Providing consultation and TA to administrative and program staff working on professional growth, which will include progression on the career pathway.
 4. Assist with the development of individual professional development plans as needed to complete any course or financial incentive requirements.
 5. Keeping current on research, practice and policy.
 6. Researching grant opportunities with government agencies and various community entities.
 7. Demonstrating flexibility in hours and days of service (i.e. offer nontraditional days and hours).
 8. Demonstrating effective outreach methods to meet the needs of the child care workforce in Kansas.
 9. Promoting public awareness of opportunities available through multiple media methods.
 10. Assisting with a resource library of professional development materials and curriculum.
 11. Working with a high level of communication and in cooperation with other consultation services.
 12. Collaborating with other agencies and organizations who provide training and/or TA to improve their own practices and skills.

Program Outcomes

The grantee shall be responsible for providing direct services that support the implementation of evidence-based strategies that result in improvements in targeted State-or community-level factors, while also contributing to State and local outcomes as indicated below:

A. The Outcomes for the Statewide Professional Development System will:

1. Improve the skills and knowledge of the future and existing workforce
2. Demonstrate availability to work with all child care professionals and local, regional, and state-level agencies and organizations.
3. Offer coaching, consultation, professional development advising and TA
 - a. *Coaching* - A relationship-based process led by an expert with specialized and adult learning knowledge and skills, who often serves in a different professional role than the recipient(s). Coaching is designed to build capacity for specific professional dispositions, skills and behaviors and is focused on goalsetting and achievement for an individual or group and supporting empowerment and change
 - b. *Consultation* - A collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one program or organization. Consultation facilitates the assessment, development of consultation plans that include clear objectives and measurable goals, reflection on progress

and resolution of an issue-specific concern—a program-/organizational-, staff-, or child-/family-related issue—or addresses a specific topic.

- c. *Professional Development Advising* - A one-on-one process through which an advisor offers information, guidance and advice to an individual about professional growth, career options and pathways to obtain or meet required qualifications.
 - d. *Technical assistance (TA)*- The provision of targeted and customized supports by (a) professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. *Adapted from* (NAEYC and NACCRRA, “Training and Technical Assistance Glossary”, 2011.)
4. Coordinate and collaborate a network of services to support DCF CCDF quality programs, including but not limited to, Links to Quality, the Kansas quality rating improvement system, and Infant-Toddler Specialist Network.

9.3 **PERFORMANCE MEASURES**

Grantee performance measures and activities to support the implementation of a statewide workforce development system shall be reported in the cumulative quarterly performance report.

1.a. Provide a training delivery system for child care professionals/providers of Kansas.

- **By June 2023, 90% of participants will report an increase in knowledge and skills using evaluation surveys.**

- 1.a.1 Make available a minimum six-hundred seventy-five (675) online training offerings to the early childhood workforce (Foundations Module and ongoing annual health and safety reported separately)
- 1.a.2 Offer a minimum four hundred (400) in-person training to the early childhood workforce
- 1.a.3 Offer a minimum forty (40) virtual training to the early childhood Workforce
- 1.a.4 Make available a minimum twenty-four (24) extended online training offering to the early childhood workforce (i.e., Flip It Extended: Exploring and Implementing the Strategy; More Than Dress Up Extended)
- 1.a.5 Make available a minimum ten (10) program specific blended virtual training offerings to the early childhood workforce
- 1.a.6 Make available a minimum eight (8) online book study training offering to the early childhood workforce
- 1.a.7 Make available a minimum nine (9) online training module offerings to the early childhood workforce
- 1.a.8 Make available a minimum twelve (12) course bundle offerings to the early childhood workforce
- 1.a.9 Make available a minimum four (4) self-paced training offerings to the early childhood workforce
- 1.a.10 Make available a minimum four (4) high school pathway Foundations Module training offerings to the early childhood workforce

- 1.a.11 Make available a minimum twenty (20) Strengthening Business Practices Extended module offerings to the early childhood workforce
- 1.a.12 Make available a minimum twenty (20) Orientation to the Child Development Associate Credential course offerings to the early childhood workforce
- 1.a.13 Make available a minimum four (4) Renewal Process for the Child Development Associate Credential course offerings to the early childhood workforce
- 1.a.14 Make available a minimum four (4) Training Module: Creating Your Child Development Associate Credential course offerings to the early childhood workforce
- 1.a.15 Develop and approve six (6) trainings in areas identified in collaboration with CCDF-funded programs
 - **By December 2022, engage with CCDF-funded programs to identify training needs of the child care workforce.**
 - **By June 2023, develop 6 KDHE approved trainings.**
- 1.a.16 Review and maintain online training to ensure interactive elements, videos, and links remain functioning – thirty (30) each quarter.
 - **By June 2023, complete one-hundred twenty (120) reviews of courses to ensure components are functioning in a manner that contributes to the increase in participants’ knowledge and skills.**
- 1.a.17 Establish a sub-award between KCCTO and Child Care Aware of Kansas Regional Network (CCA) to strengthen the comprehensive professional development system – four (4) regional offices.
 - **By July 2022, initiate individual sub-awards with each regional office.**
- 1.a.18 Establish teaming meetings to collaborate and coordinate training opportunities for child care professionals.
 - **By September 2022, establish a teaming agreement to report a training plan.**
- 1.a.19 Ensure professional development is available on an ongoing basis and provides for a progression of professional development for individuals on the CDA training track.
 - **By June 2023, 80% CDA Training Track participants will complete their training plan.**
- 1.a.20 Develop and approve one (1) training for school age care with the specific topic identified in collaboration with CCDF-funded programs.
 - **By December 2022, engage with CCDF-funded programs to identify training needs of the child care workforce.**
 - **By June 2023, develop one (1) KDHE approved training.**
- 1.b. Offer online, virtual, and in-person training that include Health and Safety courses required by Kansas Department of Health and Environment (KDHE) Child Care Licensing on an ongoing basis to ensure new and existing child care professionals can assess them whenever

needed. At a minimum and as appropriate, these courses will cover the current Caring for Our Children National Health and Safety Performance Standards and KDHE licensing requirements. Course topics are based on Child Care Development Block Grant (CCDBG) regulations. The following must be included, but not limited to:

1. Basic Child Development, Including Supervision of Children
2. Recognition and Reporting of Child Abuse and Neglect
3. Prevention and Control of Infectious Diseases (including immunization)
4. SIDS and Use of Safe Sleep Practices
5. Administration of Medication
6. Prevention and Response to Food Allergies
7. Prevention of Shaken Baby Syndrome and Abusive Head Trauma
8. Emergency Preparedness and Response Planning
9. Building and Physical Premises Safety Emergency Preparedness and Response Planning
10. Handling and Storage of Hazardous Materials and Bio-contaminants
11. Precautions in Transporting Children

- 1.b.1 Make available training in the initial health and safety topics that meet KDHE child care licensing requirements to future and existing child care professionals
- 1.b.2 Make available a minimum one-hundred seventy-five (175) Foundations for Safe and Healthy Early Care Facilities Module offerings
- 1.b.3 Make available a minimum of ten (10) Foundations for Safe and Healthy Early Care Facilities Module (en Espanol) offerings

- **By June 2023, 90% of participants will report an increase in knowledge and skills by completing evaluation surveys.**

1.c. Offer and identify additional training in the eleven (11) health and safety topics that meet the CDBG additional four Healthy and Safety annual training hours requirement. Applicant should identify courses that are currently available to offer and courses that would need to be developed.

- 1.c.1 Make available a minimum of one-hundred fifty (150) offerings in the annual health and safety topics that meet CCDBG additional four health and safety requirements.

- **By June 2023, 90% of participants will report an increase in knowledge and skills by completing evaluation surveys.**

- 1.c.2 Develop and approve one (1) in the Administration of Medication topic area.

- **By January 2023, develop one (1) KDHE approved training.**

- 1.c.3 Develop and approve two (2) trainings addressing the annual health and safety topic areas to be determined by an analysis of current available training offered by KCCTO WPD and the CCA Regional Network.

- **By December 2022, engage with the CCA Regional Network to identify training gaps in health and safety topic areas.**
- **By June 2023, develop two (2) KDHE approved trainings.**

- 1.d. Provide ongoing training in the priority training topics listed below as determined by CCDBG regulations. Applicant should identify courses that are currently available to offer and courses that would need to be developed.
1. DCF Child Care Subsidy Program
 2. Homelessness
 3. Nutrition, Physical Activity and Obesity
 4. Cultural Responsiveness
 5. English Language Learners
 6. Children with Disabilities
 7. Adverse Childhood Experiences (ACES)
 8. Early Neurological Development
 9. Kansas Early Learning Standards (KELS)
 10. Early Childhood Social and Emotional Development
 11. Preventing and Reducing Expulsions and Suspensions
 12. Business Practices
- 1.d.1 Offer training online, virtual, and in-person training in the priority topics as determined by CCDBG.
- **By June 2023, 90% of participants will report an increase in knowledge and skills by completing evaluation surveys.**
- 1.d.2 Develop and approve a training in Cultural Responsiveness and English Language Learners priority topic areas.
- **By June 2023, develop one (1) KDHE approved training.**
- 1.e Reflect current research and best practices related to the skills necessary for the child care workforce to meet the developmental needs of participating children and engage families, which may include culturally and linguistically appropriate.
- 1.e.1 Ensure the training development process reflects current research and best practices related to the skills necessary for the child care workforce to meet the developmental needs of participating children and engage families.
- **By September 2022, update the training development rubric to include items related to research and best practices.**
- 1.f Ensure the training development process reflects current research and best practices related to the skills necessary for the child care workforce to meet the developmental needs of participating children and engage families.
- 1.f.1 Utilize process to ensures all training is reviewed and updated for current research, recommendations and reflects current data and best practices prior to the five (5) year expiration date.
- **By June 2023, complete 100% of scheduled reviews in accordance with the training review process.**

- 1.f.2 Develop and utilize an evaluation tool to review alignment for ADA, accessibility and adult learning best practices.
- **By August 2022, implement an evaluation tool to review alignment for ADA, accessibility and adult learning best practices.**
- 1.g Align professional development with KELS, Kansas Family Engagement and Partnership Standards, and Kansas Core Competencies. This may include other standards and guidelines, as appropriate, that are recognized by the early education system in Kansas.
- 1.g.1 Align professional development with KELS, Kansas Family Engagement and Partnership Standards, and Kansas Core Competencies as appropriate. Identify other standards and guidelines as appropriate.
- **By September 2022, update the training development rubric to include items related to standard competencies.**
- 1.h Ensure coursework designed is purposeful and based on input from the Advisory Committee, CCDF initiatives (i.e. Infant-Toddler Specialist Network, Links to Quality), and other resources designed to learn about Kansas child care workforce professional development needs.
- 1.h.1 Ensure new training is developed based on topics identified with input from the Advisory Committee, ITSN, CCA Regional.
- **By December 2022, engage with CCDF quality programs to identify training needs of the child care workforce.**
- 1.i Collaborate to support training needs identified by CCDF-funded programs, including Infant Toddler Specialist Network and other CCDF-funded programs, including afterschool (if applicable), Consumer Education Resource and Referral (CCR&R), and Links to Quality Network, and other CCDF-funded initiatives, and the Statewide Needs Assessment.
- 1.i.1 Participate in collaboration meetings to coordinate planning and delivery of professional development opportunities.
- **By June 2023, contribute to ten (10) collaboration meetings focusing on the coordination and planning of professional development opportunities.**
- 1.i.2 Provide instructional design services (i.e., development, uploading, and live hosting support) to statewide partners utilizing the LMS.
- **By June 2023, ten (10) additional courses offered by statewide partners will be hosted, with support, on the LMS.**
- 1.i.3 Identify gaps and needs relating to existing training and create a development plan to address needs/gaps.
- **By January 2023, utilize the Statewide Needs Assessment report to identify and address gaps and needs relating to existing training.**
- 1.j Establish an evaluation process to assess each learner’s increase in content knowledge, skills and plans for implementation in their programs.

- 1.j.1 Employ qualified staff to carry out evaluation processes:
- 0.2 FTE Research and Evaluation Coordinator
 - 0.5 FTE Data Assistant.
- **By July 2022, employ qualified staff to carry out evaluation processes.**
- 1.j.2 Develop pre- and post-assessments within each course that are aligned with course objectives.
- **By June 2023, pre- and post-assessments for all new courses will be aligned with course objectives.**
 - **By June 2023, 80% of existing courses will be evaluated for pre-post assessment alignment.**
- 1.j.3 Analyze qualitative data from discussion boards and open-ended survey responses using MAXQDA to determine themes related to increase in knowledge, skills and plans for implementation.
- **By June 2023, qualitative data will be analyzed using MAXQDA to determine themes and a report will be compiled.**
- 1.j.4 Collect course evaluation data on participant engagement, self-efficacy, skills gained and plans for implementation.
- **By June 2023, course evaluation data will be collected from 85% of the participants.**
- 1.j.5 Distribute follow-up evaluation surveys at 3, 6 and 12-months post participation to collect data on participant implementation of practices and measures of self-efficacy.
- **By June 2023, 90% of follow up surveys will be distributed for specific identified courses.**
- 1.k Demonstrate an internal process of continuous quality improvement, including self-assessment, measurement, review of outcomes and implementation of identified improvements. This should include a commitment to the collection of necessary data and using the data to inform decision making.
- 1.k.1 Identify and define an on-going evaluation system (i.e., self, peer and supervisor) for trainers that includes assessment of skills associated with trainer competencies and opportunities to engage in reflective feedback to promote growth.
- **By December 2022, a framework for evaluation will be identified.**
 - **By June 2023, measures will be developed and piloted.**
- 1.k.2 Develop and implement an on-going evaluation of course content that includes a systematic process for identifying information that needs revision.
- **By December 2022, a framework for evaluation will be identified.**
 - **By June 2023, measures will be developed and piloted.**

- 1.k.3 Create an implementation team that consists of individuals who have knowledge of early childhood practices, professional development systems and programmatic evaluation processes.
- **By December 2022, individuals will be identified to serve on the implementation team.**
- 1.k.4 Develop a systematic process for collecting TA data that includes the identification of specific, relevant information that aligns with project outcomes and is consistent across individual staff.
- **By June 2023, a system will be in place that systematically collects TA data that has an internal consistency of 90% accuracy.**
- 2. Create a statewide early childhood trainer directory to support workforce development and ensure consistent training and professional development is provided to the early learning workforce.**
- 2.a Ensure adequate staffing to provide necessary in-person training and oversee implementation of an online learning management system. Trainers must have a minimum of a bachelor's degree in child development, early childhood education or related field; at least three years of experience working with young children with a minimum of one year in a child care setting; experience working with adults (e.g., training, coaching, mentoring or leading and providing support to caregivers/teachers).
- 2.a.1 Employ qualified staff to provide professional development to early childhood professionals including:
- 5.5 FTE Professional Development Specialists
 - 1.0 FTE Lead Professional Development Specialist
 - 5.0 FTE Professional Development and Support Specialist
 - 1.0 FTE Curriculum and Instruction Program Coordinator
 - 1.0 FTE Lead Curriculum Development Specialist
 - 1.0 FTE Instructional Design and Training Specialist
 - 2.0 FTE Curriculum Development and Training Specialists
- **By September 2022, employ qualified staff to carry out program activities.**
- 2.a.2 Hire qualified staff through CCA
- 1.0 FTE CCA (Region 1)
 - 1.0 FTE Child Start
 - 1.0 FTE CCA of Eastern Kansas
 - 1.0 FTE The Family Conservancy
- **By September 2022, employ qualified staff to carry out program activities.**
- 2.a.3 Implement a KCCTO trainer approval system.
- **By June 2023, increase the number of KCCTO approved trainers by 40%.**

- 2.b Collaborate and coordinate with other early childhood and education partners in the state to establish a trainer approval system to be developed in partnership with the Early Childhood Systems Building Team as part of the registry.
- 2.b.1 Engage with members of the Advisory Committee and training partners to establish a trainer approval system to be developed in partnership with the Early Childhood Systems Building Team as part of the registry.
- **By June 2023, develop a recommendation for the establishment a statewide trainer approval system.**
- 2.c Identify trainers who provide professional development services that include online and in-person training and other professional development such as TA, consultation, coaching or other specialized program services. Content areas should include but not limited to:
1. Ages and Stages Questionnaire (ASQ)
 2. Classroom Assessment Scoring System (CLASS)
 3. Environmental Rating Scales (FCCERS, ITERS-R, SACERS, ECERS)
 4. Preventing Child Abuse and Neglect
 5. Center for Social Emotional Foundations for Early Learning (CSEFEL)
 6. Program for Infant Toddler Caregivers (PITC)
 7. Strengthening Business Practices
- 2.c.1 Develop, market, and recruit statewide participation in a clear, easy to access method (Directory) of displaying trainer information to early childhood professionals.
- **By June 2023, recruit forty-five (45) trainers to include their information on the Trainer Directory.**
- 3. Develop and maintain a comprehensive, online searchable statewide training calendar to ensure early learning professionals shall be able to access professional development.**
- 3.a Promote all community-based training to increase awareness and increase accessibility for all child care professionals to participate based on their individual needs, including First-Aid and CPR training.
- 3.a.1 Hire qualified staff
- 1.0 FTE Marketing and Communication Program Coordinator
 - **By September 2022, employ qualified staff to carry out marketing and communication processes.**
- 3.a.2 Establish and implement processes for adding training from organizations across the state that offer professional development to the Statewide Training Calendar.
- **By June 2023, increase by 50% the number of organizations utilizing the Statewide Training Calendar to advertise training.**
- 3.a.3 Identify First-Aid and CPR training providers and market the Statewide Training Calendar.
- **By June 2023, recruit five (5) First Aid and CPR training providers to utilize the Statewide Training Calendar.**

- 3.b Develop a searchable, user-friendly training calendar that provides information on resource supports and training opportunities that are available throughout Kansas and from other organizations offering training.
- 3.b.1 Maintain and refine functionality of the Statewide Training Calendar.
- **By December 2023, establish a process for review and development of website functionality relating to the Statewide Training Calendar.**
- 3.c Demonstrate that child care professionals are able to search training based on their individual needs (i.e. KDHE required courses, health and safety courses that meet the DCF subsidy annual training hour requirements, course type, program type, children’s age group, CDA credential subject areas, course topic based on core competencies, other community-based events and resources for child care professionals, etc.)
- 3.c.1 Conduct focus groups to gather data pertaining to Statewide Training Calendar user experience.
- **By June 2023, conduct two (2) focus groups to gather data pertaining to Statewide Training Calendar user experience.**
4. **Develop a coaching, mentoring and TA network that will enhance other DCF initiatives, including but not limited to, the statewide Infant and Toddler Network and Links to Quality, Kansas’ Quality Rating Improvement System (QRIS).**
- 4.a Provide TA in multiple formats which will include, but is not limited to, phone calls, technology platforms, peer community learning groups, and face-to-face visits across all early education and school age program settings, including home-based and center programs that supports them in their professional learning. TA may include coaches, consultants, mentors, trainers. TA provided will support practice and implementation of knowledge and skills needed to address children’s growth and development.
- 4.a.1 Employ qualified staff to provide TA to initial and renewal CDA candidates that includes:
- 1.0 FTE CDA and Professional Growth Program Coordinator
 - **By September 2022, employ qualified staff to oversee the CDA Resource Center.**
- 4.a.2 Offer TA to childcare professionals providing care and education to children birth to thirteen years (e.g., consultation, coaching, professional development advising, TA) as needed.
- **By June 2023, 90% of childcare professionals surveyed will report an increase in knowledge and skills through engagement in TA.**
- 4.a.3 Offer TA to CDA training track participants.
- **By June 2023, provide a minimum of three (3) TA contacts per CDA training track participant.**

- 4.a.4 Offer TA to Individual Professional Growth participants.
 - **By June 2023, provide a minimum of two (2) TA contacts per Individual Professional Growth participant.**
- 4.a.5 Develop/disseminate virtual toolkits.
 - **By June 2023, develop and disseminate a minimum of ten (10) virtual toolkits.**
- 4.a.6 Offer focused TA based on childcare professional or program's role, responsibility, or practice.
 - **By September 2023, a plan for services will be identified.**
- 4.a.7 Offer TA in the form of a cohort to directors participating in the National Director credential.
 - **By June 2023, facilitate twelve (12) cohort meetings with National Director credential participants.**
- 4.b Offer training courses and support to increase trainer and TA competencies.
 - 4.b.1 Offer training for trainers' events to support trainer and TA specialists' development of competencies or approval to train specific curriculum.
 - **By June 30, 2023, provide a minimum of four (4) training for trainers' events.**
 - 4.b.2 Offer Strengthening Business Practices for Child Care Programs Training of Trainers.
 - **By November 30, 2022, host training for up to a maximum of eighteen (18) trainers in business practices.**
- 4.c Collaborate to support TA needs identified by CCDF-funded programs, including Infant Toddler Specialist Network and other CCDF-funded programs, including afterschool (if applicable), Consumer Education Resource and Referral (CCR&R), and Links to Quality.
 - 4.c.1 Complete CDA Professional Development Specialist training and list on the Find-a-PD Specialist and conduct Verification Visits.
 - **By June 2023, 80% of CCA and its network of CCR&R partners Professional Development Specialists will conduct a minimum of 1 Verification Visit.**
- 4.d Market a cadre of established coaches, TA providers and trainers to support child care professionals throughout Kansas based on content specialties (i.e. Ages and Stages Questionnaire, Classroom Assessment Scoring System, Environmental Rating Scales, Preventing Child Abuse and Neglect, First Aid and CPR, Center for Social Emotional Foundations for Early Learning, Program for Infant Toddler Caregivers, Strengthening Business Practices, Child Development Associate) both internally and with other agencies to match providers and programs with TA that best matches their needs in serving children in their care.

- 4.d.1 Identify professionals across the state who provide coaching, consultation, TA and professional development advising and make referrals, when appropriate, to other CCDF funded initiative such as ITSN, L2Q and CCHC.
 - **By June 2023, recruit forty-five (45) support professionals to include their information on the Trainer Directory.**
- 4.e Ensure adequate staffing to oversee implementation of the TA cadre. Staff must have a minimum of a bachelor's degree in child development, early childhood education or related field; at least three years of experience working with young children with a minimum of one year in a child care setting; experience working with adults (e.g., training, coaching, mentoring or leading and providing support to caregivers/teachers).
 - 4.e.1 Recruit and employ qualified staff to oversee the TA cadre:
 - 1.0 FTE Training & Technical Assistance Network Program Coordinator
 - **By September 2022, employ qualified staff to oversee technical assistance team.**
- 4.f Offer TA and referrals for online and community-based training opportunities in coordination and collaboration with other agencies and organizations to utilize TA specialists and resources available in the provider's community.
 - 4.f.1 Host multi-agency meeting for TA providers from CCDF-funded organizations to develop a plan for collaborative TA referrals across organizations.
 - **By June 2023, develop a plan for collaborative TA referrals.**

5. Establish procedures and criteria for a financial incentive program.

- 5.a Establish procedures and criteria for financial incentives (i.e. CDA scholarships, First Aid and CPR scholarships, Higher Education scholarships, Accreditation, Endorsements, and certifications) to child care professionals seeking progression of professional development to improve quality in their child care program.
 - 5.a.1 Employ qualified staff that meet requirements including:
 - 1.0 FTE Program Intake Specialist
 - **By September 2022, employ qualified staff to manage application processes.**
 - 5.a.2 Utilize procedures and criteria to award a maximum of six-hundred twelve (612) scholarships for Child Care Professionals.
 - 5.a.3 Utilize procedures and criteria to award a maximum of fifteen (15) scholarships for Child Care Programs.
 - 5.a.4 Utilize procedures and criteria to award a maximum of twenty (20) scholarships for Support Service Early Childhood Professionals.

- 5.a.5 Utilize procedures and criteria to award a maximum of five (5) scholarships for Training/Conference Organizations.
- **By June 2023, 90% of scholarship recipients will report an increase in knowledge and skills after attending a professional development event.**
- 5.b Determine awards to support trainers in the form of mini grants, based on the trainer's education level and criteria established by the grantee with input from the advisory committee.
- 5.b.1 Utilize procedures and criteria to award a maximum of one-hundred twenty (120) trainer mini grants.
- **By June 2023, increase the number of partner trainers accessing mini grants by 50%.**
- 5.c Provide a suggested framework for raising awareness of financial incentives to the public, and recruiting and selecting child care professionals interested in career advancement.
- 5.c.1 Create and implement a plan for marketing scholarship opportunities for partners' professional development events.
- **By June 2023, market at least four (4) professional development events to increase utilization of scholarships.**
- 5.c.2 Offer conference registration sponsorship to conferences that have an early childhood focus or an identified early childhood track for child care professionals.
- **By June 2023, sponsor registration for a maximum of five (5) conferences that have an early childhood focus or an identified early childhood track for childcare professionals.**
- 6. Establish and facilitate an advisory committee of early childhood professionals to provide ongoing connections with early childhood practitioners who provide early education and care to Kansas children and their families.**
- 6.a Facilitate and coordinate an Advisory Committee of early childhood professionals by providing additional coordination and collaboration among the early childhood programs and services who have a vested interest in high quality professional development for child care programs in Kansas and provide early education and care to Kansas children and their families.
- 6.a.1 Schedule and facilitate regular meetings (full Committee and/or workgroups).
- **By June 2023, facilitate twelve (12) meetings that include statewide stakeholders.**
- 6.b Ensure adequate staff to oversee implementation of a statewide Workforce Development Advisory Committee. Staff is responsible for oversight of the programmatic operations and representing the advisory committee in the Early Childhood System Building work to strengthen the early education workforce.

- 6.b.1 Employ qualified staff including:
 - 1.0 FTE Outreach and Engagement Program Coordinator
 - 1.0 FTE Administrative Specialist
 - **By September 2022, employ qualified staff to carry out Advisory Committee processes.**
- 6.c Utilize the members of the Advisory Committee to develop recommendations on the development of a data collection system for early childhood and development programs and services.
 - 6.c.1 Engage Advisory Committee members to address priority areas of focus and develop recommendations where appropriate.
 - **Within fifteen (15) days of Advisory Committee activities (including quarterly meetings and workgroup meetings), submit a report to DCF including agenda, meeting minutes, and any resources and recommendations.**
- 6.d Leverage resources to reduce duplication of services through communication, coordination, and collaboration with other agencies and organizations.
 - 6.d.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
 - **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**
- 6.e Coordinate planning and service delivery of shared resources, joint training, strategies and best practices, that build coherent systems in communities to provide a continuum of professional development supports and services for child care providers.
 - 6.e.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
 - **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**
- 6.f Explore options for collaboration and coordination with other organizations delivering model specific and other early childhood trainings, TA, or mental health consultation.
 - 6.f.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
 - **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**
- 6.g Research, develop and recommend a competency-based credentialing system for child care professionals that recognize education, ongoing professional development, experience, and demonstrated competencies.
 - 6.g.1 Engage Advisory Committee members to address priority areas of focus and develop recommendations where appropriate.
 - **Within fifteen (15) days of Advisory Committee activities (including quarterly meetings and workgroup meetings), submit a report to DCF**

including agenda, meeting minutes, and any resources and recommendations.

- 6.h Conduct a statewide professional development needs assessment on the quality and availability of early childhood education and professional development to determine the training needs and interests of child care providers in Kansas.
- 6.h.1 Develop and disseminate an Annual Statewide Needs Assessment, with input from the Advisory Committee.
- **By September 2022, six (6) partnering organizations will agree to develop and disseminate the needs assessment.**
- 6.h.2 Submit the results of the annual statewide needs assessment to DCF.
- **By January 20, 2023, provide a formal report describing the results of the statewide needs assessment to DCF.**
- 6.i Identify opportunities for, and barriers to collaboration and coordination with higher education institutions, professional development providers and members of the early childhood workforce.
- 6.i.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
- **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**
- 6.j Develop recommendations on statewide professional development and career advancement plans for early childhood educators.
- 6.j.1 Engage Advisory Committee members to address priority areas of focus and develop recommendations where appropriate.
- **Within fifteen (15) days of Advisory Committee activities (including quarterly meetings and workgroup meetings), submit a report to DCF including agenda, meeting minutes, and any resources and recommendations.**
- 6.k Develop recommendations for improvements in state standards, as appropriate.
- 6.k.1 Engage Advisory Committee members to address priority areas of focus and develop recommendations where appropriate.
- **Within fifteen (15) days of Advisory Committee activities (including quarterly meetings and workgroup meetings), submit a report to DCF including agenda, meeting minutes, and any resources and recommendations.**
- 6.l Make recommendations for improvements in State early learning standards and undertake efforts to develop high-quality comprehensive early learning standards, as appropriate.
- 6.l.1 Engage Advisory Committee members to address priority areas of focus and develop recommendations where appropriate.
- **Within fifteen (15) days of Advisory Committee activities (including quarterly meetings and workgroup meetings), submit a report to DCF including agenda, meeting minutes, and any resources and recommendations.**

- 6.m Support professional development, recruitment, and retention initiatives for early childhood educators.
 - 6.m.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
 - **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**
- 6.n Enhance existing early childhood education and development programs; and services by carrying out other activities consistent with the State’s plan and application.
 - 6.n.1 Engage Advisory Committee members to develop goals related to the structure and function of the Committee.
 - **By June 2023, 80% of surveyed Advisory Committee members will report progress made on goals.**

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 **6/30/2023**.

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>.

Initials of Grantee Agency’s Authorizing Official

Status Reports are due as follows:

Status Reports (OGC-1006) will be due on or before the 20th of every month. Status Reports are required for project-based grant awards. DCF Program may determine narrative requirement(s).

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) will be due on the 20th day of every month. 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 on or before the 20th of every month. Budget Itemization Reports will not be processed without a Status Report for the reporting period, a Budget Transaction Report, and any other required documentation established in the grant award.

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.

Program Specific Reporting Requirements

- A. CCDF Quarterly Performance Report** by the 20th day of the months of October, January, March and July.
 - 1. The quarterly report shall include the above data outputs as well as narrative descriptions to include:
 - a. Activities, outputs and progress made in each of the services to be provided
 - b. Progress on performance measures for services to be provided within the stated project goals of this request for proposal
- B. Comprehensive Annual Report** by July 30th of each grant year. The comprehensive report shall include:
 - 1. Report of year-end totals and summary of the quarterly performance reports.
 - 2. Recommendations for improvements and adjustments to activities based on data collected, community and provider feedback, and Advisory Committee work.
 - 3. Update of timeline and goals for the upcoming year.
- C. Annual CCDF Quality Performance Report (QPR)** activities that will be determined upon the release of the CCDF Quality Performance Report. This report requires data collection that spans the federal fiscal year, October 1 through September 30, and shall be due on or before October 31st of each grant year.
- D. Advisory Committee Communications Report** due within fifteen (15) days of activity. The communication report shall include agenda and meeting minutes, including resources and recommendations.
- E. Annual Professional Development Needs Assessment** due by January 30th of each grant year.

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: Darcy Hoke, CCDF Initiatives Manager
Economic and Employment Services
Department for Children and Families
555 S. Kansas Ave., 4th Floor
Topeka, KS 66603
Email: Darcy.Hoke@dcf.ks.gov**

10.0 FUNDING

The funding amount for this Grant is **\$3,050,643**. 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.

This Grant is reimbursement-based, unless otherwise noted. Grantee must submit regular budget reports itemizing costs incurred, as noted above, and is reimbursed accordingly. Grant funds are paid for services rendered and are not provided as "cash up front."

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 .

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. 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

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.

Grantee will enter into a sub-award with Child Care Aware of Kansas (CCA), Child Start Inc, ERC Resource and Referral Inc, and The Family Conservancy. Sub-Grantee Tax Clearance, Debarment Memorandum and Acknowledgement Form (OGC-1012) will be required to be submitted immediately after Sub-Awards have been made and prior to reimbursement of the first Budget Transaction Reports.

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 **\$3,050,643.00**.

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 **7/01/2022** and shall continue in effect until **6/30/2023** 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.

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.



Initials of Grantee Agency’s Authorizing Official

- 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: Patricia Peschel, 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 ninety (90) 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 Executive Order 2004-03.

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 \$30,000. **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 C](#)) and submit it with their signed NOGA.



30.0 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.

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: <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.

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 <http://www.dcf.ks.gov/Agency/GC/Pages/Audits/AuditPolicies.aspx>. For more information, please contact DCF Audit Services at 785.296.3836, or via e-mail at 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	\$1,387,550	45.5%	\$
Fringe Benefits	\$444,016	14.6%	\$
Travel	\$52,350	1.7%	\$
Equipment	\$0	0.0%	\$
Supplies	\$77,500	2.5%	\$
Contractual	\$457,079	15.0%	\$
Building	\$13,500	0.4%	\$
Training	\$70,000	2.3%	\$
Other (<i>Information Technology Systems</i>)	\$73,500	2.4%	\$
Other (<i>Financial Assistance</i>)	\$351,645	11.5%	\$
Other (<i>must specify</i>)	\$0	0.0%	\$
Indirect Costs*	\$123,503	4.1%	\$

TOTAL GRANT BUDGET = \$ 3,050,643.00

Total Grant Budget: \$ 3,050,643.00

Match: \$ 0

TOTAL PROJECT BUDGET = \$3,050,643.00

SOURCE OF GRANT FUNDING = Child Care Development Funds & Recovery Funds

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