

**Notification of Grant Award (NOGA)**

**Under Federal Grant Award (ALN) Number 93-472**

**DCF Award Number PPS-2024FFPSB-6**

**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 Parents as Teachers Association  
22795 W. 255<sup>th</sup> Street  
Paola, KS 66071-5521**

**FOR**

**Families First Prevention Grants – Kansas Parents as Teachers Bright Futures Program**

**FROM**

**07/01/2023 to 06/30/2024**

**\$ 1,000,000.00**

# **NOGA SPECIFIC TERMS AND CONDITIONS**

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## GRANT AWARD

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

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

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

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

### SPECIFIC TERMS AND CONDITIONS

#### 1.0 DEFINITIONS

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

- (1) "Grantor" and DCF shall mean the Kansas Department for Children and Families and its employees, agents, and representatives.
- (2) "Grantee" shall mean Kansas Parents as Teachers Association 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: Jennifer Bretsnyder, Family First Grant Administrator**  
**Prevention and Protection Services**  
**555 S. Kansas Avenue**  
**Topeka, KS 66603-3444**  
**Phone: (785) 506-7178**  
**Email: [jennifer.goodman@ks.gov](mailto:jennifer.goodman@ks.gov)**

(2) To Grantee:

**Kansas Parents as Teachers Association**  
**Attention: Jacki Himpel, Bright Futures Program Director**  
**22795 W. 255<sup>th</sup> Street**  
**Paola, KS 66071-5521**

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number (PPS-2024FFPSB-6) 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 **07/01/2023 to 06/30/2024** with the option of three (3) one-year (1-year) renewals. The Grantee will not receive payment for any expenditure made or incurred prior to 07/01/2023 or after 06/30/2024, the term of this Grant award.

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

The counties served through this Grant include: Statewide – all Kansas counties. The target population served by this grant includes families, referred by Prevention and Protection Services (PPS), who have child(ren) birth to kindergarten entry, with an emphasis on the Kansas City, Northwest and sections of the Southwest DCF regions.

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

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

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

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

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

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

- a. [Attachment B](#) (Contractual Provisions – DA-146a)
- b. Amendments to the Award
- c. The Award
- d. [Attachment C](#) (Special Provisions Incorporated by Reference)
- e. Other provisions of this Grant whether incorporated by reference or otherwise.

#### **8.0 GENERAL RELATIONSHIP**

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

represent DCF as an agent. The relationship of DCF to the grantee is not affected by the grantee's status as a for-profit or a not-for-profit entity. All terms and conditions within this award shall apply regardless of grantee's status.

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

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

### **9.1 BACKGROUND AND SCOPE**

In 2019, 40 percent of the confirmed maltreatment child abuse cases were of children birth to 4 years. Nationally almost one-third of all victims of child abuse are younger than three years old, and more than 70 percent of all maltreatment victims that died were younger than 3. The brain is particularly vulnerable to trauma during the early childhood years, and in an environment of abuse or neglect, children often aren't able to learn, grow, and develop to their full potential. Extreme or "toxic" stress and environmental factors such as poverty, neighborhood crime and a lack of community resources make parenting even harder for families.

Per the Kansas Department for Children and Families (DCF) on June 30, 2021, 2,304 children in out of home placement were 5 years and under resulting in 33.5% of all children under 21 years of age in out of home placement. The early years of a child's life are crucial to strengthening a parent's understanding of the critical role of parenting, the essential opportunities for promoting healthy child development, and the consequences of trauma on a child's formative years. Communities can stop child abuse in its tracks by investing in a solution that works.

This project will target CPS-involved families with children up to kindergarten entry in school districts with an existing KSDE PAT Affiliate program that meets all PATNC Essential Requirements within the six geographic DCF catchment regions.

Parents as Teachers (PAT) helps to prevent child abuse and neglect:

- In one of the largest research studies in the U.S. conducted to investigate the impact of home visiting on child maltreatment, researchers found a 22 percent decreased likelihood of substantiated cases of child maltreatment (as reported by Child Protective Services (CPS)) for PAT families compared to the non-PAT families.
- In a randomized-controlled trial of PAT for CPS-involved families, the program was associated with a significantly lower likelihood of CPS for non-depressed mothers.
- Children in PAT are less likely to go to the emergency room to be treated for injury.

- PAT participation was related to 50% fewer cases of suspected abuse and/or neglect.
- PAT in Maine focusing on families with involvement with CPS, found that once entered into a PAT program 95 percent of families had no further substantiated reports or allegations of child abuse or neglect.

The Center for Disease Control's (CDC) Task Force on Community Preventive Services performed a comprehensive review of the home visiting literature and found that home visiting programs reduced child abuse and neglect by approximately 40 percent as compared to control groups not receiving home visiting services.

There is a need for partnership alongside families in communities with local organizations to reduce the need for entry into foster care. Through collaboration and partnership with DCF, PAT:

- Will meet this need for families at risk and in foster care.
- Provides a family centered approach through mutual trust, respect, honesty, and open communication.
- Is strength-based and solution-focused.
- Is safety focused.
- Builds community with families through formal and informal supports and resources.
- Provides a voice to and for a child and their family by empowering families to be active participants.

From July 1, 2017 - June 30, 2018, 98% of PAT families were not in foster care. There are a variety of reasons for the low percentage:

- Lack of referrals from CPS and community partners working with families at risk for out of home placement.
- Foster parents' lack of awareness about PAT services.
- PAT waiting lists and lack of capacity to enroll more families.

Foster families who are currently enrolled in PAT programs in Kansas should receive more frequent home visits yet due to current limitations of funding, visits generally occur 1 - 2 times per month. With KPATA's Bright Future Project (BFP), families at risk for out of home placement and foster care families will receive weekly visits for the first 3 months. Best practice, per PAT National Center (PATNC), is to provide weekly visits with families at risk. Rigorous



evaluation of several home visiting programs has shown that low visit frequency leads to fewer or no beneficial effects for families. Studies suggest that families receiving more contacts have better outcomes. A component of the PAT program is to partner, facilitate and reflect with parents that empowers them and teaches life skills that continue far past the time that parents engage in services. Parents learn to set goals by working on small, obtainable steps so they see success. Goal setting is woven throughout visits connecting all of the pieces of the work.

In membership with the Partnership for Early Success, KS Home Visiting Leadership Team and the Early Childhood Recommendations panel, the KPATA Bright Futures Program partners with Child Care Aware of Kansas and Kansas Early Head Start and Head Start, Nurse Family Partnership, and Healthy Families America to provide high quality evidence-based home visitation services and community resources for children at-risk for entering foster care, recently exited foster care, in the family preservation process, or pregnant and parenting youth. The number of foster care families receiving PAT services will increase with referrals from a DCF practitioner or designee to KSDE PAT when a child(ren) is determined to be a candidate for foster care or at risk of entry into foster care.

## **9.2 SERVICES TO BE PROVIDED**

Parents as Teachers (PAT) utilizes four interrelated and integrated comprehensive model components to address the needs of children and families. It is through the dynamic interplay of these components that the evidenced-based model creates best practices. Each component is a PAT model Essential Requirement.

### **Personal Visit Model Component**

It is through the relationship between family, Home Visitor and the context of the personal visit structure that parents (legal guardians) and children grow and change.<sup>6</sup> Visits, typically in the home, build on the primary learning environment, family culture and individualized services. Visits can be in a mutually agreed-upon site, when extenuating circumstances exist, where parents are comfortable exchanging information and interacting with their child. Parents as Teachers National Center (PATNC) has approved virtual visits, when necessary, based upon their three-year study with the University of Southern California's (USC) Suzanne Dworak-Peck School of Social Work and Telehealth Clinic to establish the Parents as Teachers @ USC Telehealth project. Visits last approximately one hour respecting the capacity of the family, multiple children, a sick parent or child, or other special considerations. The parent(s) define the family and determine who else, if anyone attends the personal visit: co-parents, caregivers, grandparents, or a significant other. The visit is a key mechanism by which program goals are achieved. The goals and structure of visits are based on the PAT three areas of emphasis: parent-child interaction, development-centered parenting, and family well-being. These areas of emphasis emerged from the theoretical framework underlying the PAT approach and the body of evidence-based practices in the field of family support and parent education.

During personal visits the Home Visitor partners with parents on a family assessment clearly identifying family concerns, priorities and goals. Such

identification “requires that one take the time and energy necessary to listen to what a family has to say about their situation.”<sup>7</sup> A family assessment is a way to get to know and genuinely understand the family, to recognize protective factors that promote family resilience and well-being, to support the facilitation of goal setting with the family.<sup>8</sup> The family assessment guides Home Visitors in choosing appropriate PAT and community materials, focuses on the whole family, values family participation and experience, and respects the family’s culture and ethnicity<sup>9</sup> “Families benefit most from family-centered support and services. The priorities and choices of families are the driving forces in decisions about ways to provide support and services.”<sup>10</sup> Home Visitors often plan partnership visits with other home visiting programs, such as KVC, Infant Toddler Services, Healthy Start, etc. to support outcomes of the individual programs yet ensuring no duplication of services.

### **Screening Model Component**

Sharing information about a child’s abilities can provide parents with an increasingly clear picture of the child’s relative strengths and weaknesses. Informal screening is discussed at every personal visit through observations and demonstration. Formal screenings are conducted at intake, ongoing as prescribed by the protocol and instrument being used, and upon exit from the program. Screenings are usually conducted in the home by a trained Home Visitor who is also providing the personal visits with the family. Benefits of screening include improved health and development of young children; early identification of developmental delays; increased chance that delays will be overcome or lessened by the time the child enters kindergarten; decreased incidence of undetected developmental delays and physical problems among school-aged children; increased collaboration among agencies serving children, improving services, and reducing duplication of costs. The PAT model requires screening to include Child Health Record (health status, safety, vision, and hearing); child developmental screening (language, cognitive, social-emotional, and motor); and child developmental surveillance after each personal visit using the PAT Milestones.

### **Group Connections Model Component**

Parent group connections offer an opportunity to link with other families and natural support networks in the community. Group connections build social capital, a protective factor that contributes to the prevention of child abuse and neglect and they promote parent empowerment.<sup>8</sup> The PAT Model requires 12 group connections across the program year; that they are planned and promoted in advance; include an area of emphasis (parent-child interaction, development-centered parenting, family well-being); utilize a format (see below); staffed by a model-certified Home Visitor or PAT supervisor; and that planning and delivery are documented. Group connection formats include family activity, community events, presentation, parent cafés, and ongoing groups.

### **Resource Network Model Component**

In some Kansas communities, there are programs designed to nurture and help families. When a specific service isn’t available PAT Affiliates partner with local programs to seek or develop needed services, through collaborative grants and/or networking. PAT’s child development approach to family support makes it a

valuable part of the community's network of human services programs. A Home Visitor's role is to help provide a bridge between families and needed services. The resource connections help parents with the goal setting process.

KSDE PAT's 63 Affiliates, with a current Kansas Parents as Teachers Association (KPATA) membership and located in any of the six geographic DCF catchment regions, will be eligible to receive funding from the KPATA's Bright Futures Program (BFP). The target population to be served are families, referred by Prevention and Protection Services (PPS), who have child(ren) birth to kindergarten entry, with an emphasis on the Kansas City, Northwest and sections of the Southwest DCF regions.

KPATA will receive referrals from a DCF practitioner or designee for a KSDE PAT program when a child(ren), birth to five years of age, is determined to be a candidate for care at risk of entry into foster care for anywhere in the state of Kansas. Parents as Teachers programs in Kansas are listed on the 1-800-Children website and we use that tool for navigation. For KPATA's BFP, PPS practitioners completing child protection assessments and investigations are the referral source.

After KPATA receives the referral from PPS, and copies of the child protection assessment, KPATA will determine if a family and/or child is in a location with a KSDE PAT program. If the child and/or family is not in a location with a KSDE PAT program, or all caseloads are full, KPATA and the closest KSDE PAT program will fill gaps as we can to provide PAT services to the family if possible. Once location and caseload space are finalized KPATA, in consultation with the local KSDE PAT program, will determine the appropriate PAT services and Home Visitor (see qualified staff, below) to assign to the family.

Referral acceptance strategies will include:

- Families with child(ren) birth to kindergarten entry who PPS determines has a child(ren) at imminent risk of foster care and out of home placement but can be safe at home with prevention services. For pregnant and parenting teens who are candidates of care who are in foster care themselves.
- Child(ren) birth to kindergarten entry who exited foster care to adoption or permanent custodianship or guardianship, or who was reunified with parents is at risk of entering foster care and out of home placement.
- A child(ren), birth to kindergarten entry placement with relative caregivers.
- Child(ren) birth to kindergarten entry living with parents but needs to be with a relative caregiver as a guardian with prevention services.

- Pregnant and parenting youth in foster care and out of home placement, with a child(ren) prenatal to kindergarten entry.

The Home Visitors working with the family will be certified in the PAT National Center's *Foundational Curriculum Prenatal-3 and Model Implementation* evidenced-based program. If a child is between the ages of 3-5 years, the Home Visitors will be certified in the PAT National Center's *Foundational II 3-Kindergarten*. Funding for staff will only cover the expenses incurred by this project in accordance with the guidelines of the Families First Prevention Services Grant.

All KSDE PAT Affiliates working on this KPATA BFP are going through or have been through the PAT Quality Endorsement and Improvement Process (QEIP). This process ensures funders that the Affiliate is implementing the PAT program with fidelity to the model. Staff selection is an area of the QEIP. Home

Visitors and supervisors meet these guidelines:

- To meet the minimum requirements 50% of home visitors must have a bachelor's degree and supervisors must have at least a bachelor's degree in early childhood and at least five years of experience working with families and young children
- A job description that includes clearly defined qualifications and responsibilities
- Reflect the languages and cultures of the families being served
- Possess effective communication and interpersonal skills
- An orientation process through the first year
- Observe other Home Visitors and are observed during personal visit, screening and group connection with written and verbal feedback from supervisor
- Attend at least monthly staff meetings
- Attend at least monthly reflective supervision, with documentation
- Complete the National Family Support Competency Framework and participate in the recommended modules for professional growth as needed.
- Supervisors utilize strategies to prevent staff burnout and maximize staff retention.

Home Visitors partner with families if accessibility is an issue in the home through resource networking with community services that the family deems

appropriate for their situation. When a personal visit is in another location the Home Visitor will facilitate a location in consultation with the family. Parents are notified about accessibility for themselves and children prior to Group Connections. On-going reflection between parents and Home Visitor is always needed as family/child circumstances and development change.

A PAT Essential Requirement (fidelity to the model) states that PAT programs must be designed to serve families for at least 2 years.<sup>10</sup> Prevention Services funding in this scope are allowable for up to 12 months. A strategy to overcome this barrier is to enroll families in the PAT BFP and the local KSDE PAT program. This dual enrollment will ensure the family's enrollment in PAT when their 12 months in BFP has ended. This will provide seamless services and continuity of the Home Visitor/family partnership (the PAT Approach).

At the end of the 12 months, and prior to exiting KPATA BFP, the family and children's complete screening process will be updated. (See Screening above). The results will also help determine if a transition plan is to be written for other services as needed by the family and/or children. In some cases, the family may need more intense services provided by Early Head Start or Head Start, see letter of support from Kansas Head Start Association.

### **Implementation Plan & Timeline:**

#### ● July 2024

- Review contract - Executive Director & Program Director
- Add additional staff of Co-Affiliate Coordinator and Quality Implementation Director to meet Parents as Teachers National Center Quality Endorsement requirements – Executive Director
- Review all grant requirements and ensure all systems are compliant - Affiliate Program Directors, Quality Implementation Director, Program Director

#### ● Monthly

- Attend any and all grant required meetings - Affiliate Program Directors & Program Director
- KPATA's BFP program is already in existence so we will continue to receive referrals from DCF and serve families - Affiliate Program Directors, Quality Implementation Director, Program Director & Administrative Assistant
- Provide all supports required to maintain programs of excellence - All BFP leadership staff
- Data analyzed for continuous improvement processes - Affiliate Program Directors, Quality Implementation Director and Program Director

- o Submit all required DCF reports in a timely manner - Affiliate Program Directors, Quality Implementation Director, Program Director & Administrative Assistant
- o Submit monthly and year-end reimbursement reports to DCF - Program Director and Administrative Assistant
- Ongoing
  - o Provide training, reflective and administrative supervision throughout the program - Affiliate Program Directors & Quality Implementation Director
  - o Continue to provide professional development opportunities for all home visitors serving Bright Futures families and required screening equipment - Affiliate Program Directors, Quality Implementation Director and Administrative Assistant
  - o Hire additional KPATA Affiliate Parent Educators to fill needs across the state as needed - Executive Director and Affiliate Program Directors
  - o Provide on-boarding for all new staff and arrange for Parents as Teachers National Center training in Foundational I and II - Affiliate Program Directors
  - o Provide training for all new staff in ASQ-3 and ASQ:SE-2; Parenting Sense of Competency; and SPOT vision and OAE hearing screenings - Affiliate Program Directors
  - o Provide program oversight - Executive Director

Grantee will receive referrals from a DCF practitioner or designee to their program or service when a child(ren) or youth is determined to be a candidate for foster care at risk of entry into foster care. For this grant program or service, PPS practitioners completing child protection assessments and investigations are the referral source.

PPS will make a referral to the program consistent with the family's needs related to the program's evidence-based intervention population when a child is at imminent risk of entering foster care. In the referral, PPS will list each child or youth name who is determined a candidate for care (at imminent risk of removal into foster care out-of-home placement.) Eligible families to refer for grant program or treatment services include:

1. A child(ren) or youth who PPS determines is at imminent risk of foster care and out-of-home placement but can be safe at home with prevention services.
2. A child(ren) or youth who exited foster care to adoption or permanent custodianship or guardianship, or who was reunified with parents is at risk of entering foster care and out-of-home placement.
3. A child(ren) or youth temporarily or permanently residing with a relative or kin caregiver.

4. A child(ren) or youth living with parents but needs to be with a relative caregiver with prevention services.
5. A pregnant and/or parenting youth in foster care and out-of-home placement.
6. A child or youth remaining in the home whose siblings are in foster care.

The grantee shall:

1. Have a program manager or lead contact designated for each catchment area/ jurisdiction possibly awarded through this grant who will serve as the liaison to DCF on all program and grant related matters.
2. Ensure all direct service or program staff have training and meet qualifications required consistent with the evidence-based program.
3. Clear identification of the practice approach and target population with geography impacted. For evidenced-based models, describe how the model will implement with fidelity of its rating, including the manual/book citations to be utilized in implementation and service delivery. Identify the number of staff to meet the prescribed staffing ratio or needs to serve the desired population of impact with information on duration of service, location of service (office, home, other), number of classes or number of contacts or engagement session as applicable to the program.
4. Maintain an intake or similar process to accept all referrals or screen referrals for population definition and acknowledge program acceptance to PPS within one business day. Initiate contact with the family within two business days. Utilizing the [PPS 4310, Referral/Case Status Form](#), acknowledge to the referring worker and/or family first case manager the family engaged in services within 5 business days from date of engagement and of case closure.
5. Clearly describe contact methods, reasonable efforts and timelines utilized to engage and meet in-person with family upon receipt of referral. Describe strategies utilized in engaging reluctant families, including timelines and format of communication of concerns with the referral source.
6. If applicable within service delivery, provide a description of case management components, requirements for meeting with the children monthly, case planning/treatment planning alongside families, and any court responsibilities.
7. Complete or Continue a Plan of Safe Care for families served who have an infant. Reference Policy and Procedure manual Section 2050 [http://www.dcf.ks.gov/services/PPS/Documents/PPM\\_Forms/Policy\\_and\\_Procedure\\_Manual.pdf](http://www.dcf.ks.gov/services/PPS/Documents/PPM_Forms/Policy_and_Procedure_Manual.pdf)
8. Ensure all direct service staff are trained in safe sleep principles. For any family with a child under the age of one, assess the infant's sleep

environment using guidance from Safe Sleep Kansas (<http://www.safesleepkansas.org/>). Provide information and resources to help support a safe sleep environment for the infant, as needed.

9. Outreach to local or regional PPS teams to promote program, maintain orientation to referral process and send brief weekly census reports to update staff of service utilization and openings
10. Make available, develop or accept DCF process or procedure of releases so that all client records and information may be shared with DCF if needed.
11. Deliver service or program to children, youth, family and a family's safety network in accordance with program standards for frequency and intensity of individual contact and family, group or peer activities.
12. Track in Excel or within data systems child level service milestone data elements for every child in the family designated a candidate for foster care (at risk of removal). Data elements to track include but are not limited to; referral source of PPS prevention grant, name of program or service intervention, DCF case head, DCF case number, DCF Client ID, age of child at referral, date of referral, date of contacts, dates of service start and end, and closure reasons.
13. Work with external evaluator by providing data or possibly implementing other quality assurance, success factor or evaluation tools such as pre and post surveys to families served, staff surveys, interviews/focus groups, case file reviews or other tools. Provide access to existing quality assurance tools or case files for respective evidence-based programs for children served in the PPS grant referred program or service. Evaluation requirements may change based on lessons learned and/or federal requirements.
14. Participate in stakeholder, statewide or regional meetings regarding Family First implementation convened by the external evaluator or DCF.
15. Participate in general program improvement or innovation discussions to understand impact of programs on outcomes in the community and population served.
16. Complete all reporting requirements including but not limited to monthly family level progress reports for active families and quarterly management reports with numbers served, information on program innovations, successes and continuous improvement. At the time of the NOGA there is no set standard for these reports and DCF is open to considering standard report formats in use or recommended by developers of the respective evidence-based or emerging programs or agencies implementing such programs.



### 9.3 **PERFORMANCE MEASURES**

The project goal of KPATA's Bright Futures Program (BFP) is to collaborate with statewide community partners including the Kansas Home Visiting Leadership Team, CCA of KS and Kansas Early Head Start and Head Start, Nurse Family Partnership, Healthy Families America, and DCF, to provide high quality evidence-based home visitation services and community resources for children at-risk for entering foster care, recently exited foster care, in the family preservation process, or pregnant and parenting youth.

The KPATA Bright Futures Program outcomes are: Reduced instances of child maltreatment and child injury; Builds the social capital of families; Interrupts the harmful effects of stress in early life on the brains of young children; Improves a child's social functioning, and cognitive functions abilities, including better cognition, self-control and language skills, and overall behavior; Mothers in PAT show an increase in parenting skills and display sensitivity to their children; Increased school readiness (parenting practices); Improved in coordination of community-based services

#### Grant Activities

Hire and/or train staff to provide PAT evidence-based services for all PPS families. Coordinate intake with PPS referral system.

Utilize data system for DCF reports.

Safe Sleep training for all staff working with PPS families.

Continue to provide training to support staff working with PPS families. Submit all DCF required reports on time.

#### Expected Completion dates for activities

Additional staff hired and certified in PAT evidence-based curriculum by January 31st, 2024. All training to support staff in working with families and children completed by May 2024.

#### Responsible Person or Organization

KPATA Bright Futures staff will be utilizing referrals from PPS and Child Protective Services (CPS) and connecting them with the KSDE PAT network. Data systems are maintained through the local PAT affiliates in compliance with Parents as Teachers National Center (PATNC) and KSDE data requirements through annual PAT Grant Funding. The data is collected annually through Annual Performance Reviews (APR's) and state-wide reviews of APR data. Monthly performance reports and APR data will be shared with KPATA concerning families enrolled in the KPATA Bright Futures Program. KPATA will schedule and coordinate all training activities to ensure adequate implementation on a state-wide level.

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 process measures and outcomes as indicated below. Safety and Stability

performance outcomes are identified. Consistent with recent legislation, there will be further general effort in SFY23 to jointly, with stakeholders, develop and plan for implementation of a set of performance-based agreements to provide an array of evidence-based prevention and early intervention services for families who are at risk for an out-of-home placement or have a child in out-of-home care and for children awaiting adoption.

Monthly reconciling of data between the Grantee and DCF regional staff will occur. This process will involve the Grantee comparing DCF data to information in their internal data systems. Reconciliation will include reporting any discrepancies and providing supporting documentation if necessary.

Outcomes:

1. Children are safely maintained at home, with family, during services
2. Children are safely maintained at home, with family, within one year from referral

**Outcome 1: Children are maintained safely at home with no removal into foster care during service period.**

<b>Children are Maintained at Home with no entry into foster care</b>	<b>Population</b>	<b>Standard</b>	<b>Source</b>
Children are not removed into the foster care program during the service period.	Children referred to service or program	<10%	FACTS
Operational Definition			
<p><b>Numerator:</b> The # of children whose services ended due to entry into foster care <b>divided by</b> <b>Denominator:</b> The # children receiving services</p>			
<p>Example:            July 2022 - # of children receiving services = 191            July 2022 - # of children whose services ended with entry into foster care = 4            For July 2022, the performance rate of children maintained in home during services is 2%            [N=4/D=191]</p>			

**Outcome 2: Children are maintained safely at home with no removal into foster care within one year from referral.**

<b>Children are Maintained at Home with no entry into foster care</b>	<b>Population</b>	<b>Standard</b>	<b>Source</b>

Children are not removed into the foster care program within one year of service referral.	Children referred to service or program	90.0%	FACTS
Operational Definition			
<p><b>Numerator:</b> The # of children referred to program or services who did not experience a removal into foster care within one year of service referral.</p> <p style="text-align: center;"><b>divided by</b></p> <p style="text-align: center;"><b>Denominator:</b> The # children referred</p> <p>Example:  July 2022 - # of children referred to Nurse Family Partnership = 50  July 2022 - # of children referred not removed into foster care within 365 days of referral date=47  For July 2022, the performance rate of children maintained in home is 94% [N=47/D=50]</p>			

Process Measures:

1. Families are engaged timely in services
2. Families successfully complete services

The current operational definitions for these process measures are provided below but may be modified or adjusted for the grant term covered by this RFP.

**Measure 1: Families are engaged timely in program or services**

<b>Families are Engaged Timely</b>	<b>Population</b>	<b>Standard</b>	<b>Source</b>
Families referred shall be engaged timely in program or service	Families referred to program or service	95.0%	FACTS
Operational Definition			
<p><b>Numerator:</b> The # of families referred to program or service in each month, excluding retracted referrals, who engaged in the service or program within two business days</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # of families referred to program or service in each month, excluding retracted referrals</p> <p>Example:  July 2022 - # of families referred for Family Functional Therapy (excluding retractions) = 100  July 2022 - # of families referred for Family Functional Therapy (excluding retractions), who engaged in meeting with the provider within two business days = 95  For July 2022, the performance rate of family engagement is 95.0% [N=95/D=100]</p>			

**Measure 2: Families successfully complete the referred service.**

Families successfully complete program	Population	Standard	Source
Families do not end services prior to successfully completing program	Families referred to service or program	95%	FACTS
Operational Definition			
<p style="text-align: center;"><b>Numerator:</b> The # of referrals to program or services with successful closure</p> <p style="text-align: center;"><b>divided by</b></p> <p style="text-align: center;"><b>Denominator:</b> The # of all closures</p> <p>Example:</p> <p>July 2022 - # of all closed referrals to Nurse Family Partnership (excluding retractions) = 50  July 2022 - # of referrals with successful closure as defined by program or model = 47  For July 2022, the performance rate of families successfully completing program is 94%  [N=47/D=50]</p>			

**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 06/30/2024.

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

- Status Report (Form OGC-1006)
- Budget Transaction Report (Form OGC-1005)
- Budget Itemization Report (Form OGC-4005)

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

- Revision Request (Form OGC-1008)
  - Grantee must submit if they wish to request a revision to their Approved Grant Budget Authority.
- Equipment Pre-Approval Request (Form OGC-4004.1)

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

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

**Status Reports are due as follows:**

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

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

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

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

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

- July 2023 due August 20, 2023
- August 2023 due September 20, 2023
- September 2023 due October 20, 2023
- October 2023 due November 20, 2023
- November 2023 due December 20, 2023
- December 2023 due January 20, 2024
- January 2024 due February 20, 2024

February 2024 due March 20, 2024  
March 2024 due April 20, 2024  
April 2024 due May 20, 2024  
May 2024 due June 20, 2024  
June 2024 due July 20, 2024

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

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

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

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

**In addition, the following supplemental reports are due as follows:**  
**General Ledger/Trial Balance** will be due every month, by the 20<sup>th</sup> calendar day following the month of service. This is a detailed Income Statement or Trial Balance from accounting systems used in reconciling the monthly payment request.

**Units of Services** by Family will be due every month by the 20<sup>th</sup> calendar day following the month of service for those programs that receive federal funding. Data elements provided within this report may change based on

need. Grantees will utilize a DCF excel template. The current reporting requirements include, DCF case head, DCF case number, service month, and total units of services provided to the family for the reporting month. The definition of units of services will be determined based on the specific program model and communication with DCF Program Manager.

General Ledger/Trial Balance Reports and Units of Service Reports are due as follows:

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

**Supplemental Reports Required:** Supplemental reports required may include, but not be limited to quarterly management reports, monthly fiscal reports, monthly case update reports and monthly case data. Other reporting may be required as determined upon award.

**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: Jennifer Bretsnyder, Family First Grant Administrator**  
**Prevention and Protection Services**  
**555 S. Kansas Avenue**  
**Topeka, KS 66603-3444**  
**Phone: (785) 506-7178**  
**Email: [jennifer.goodman@ks.gov](mailto:jennifer.goodman@ks.gov)**

**9.5 STATE RESOURCES TO BE PROVIDED**

None

**10.0 FUNDING**

The funding amount for this Grant is \$ 1,000,000.00. Indirect Costs should not exceed 10 percent of the total Grant Budget. A copy of the Grantee's federally approved Indirect Cost rate agreement must be included should a different rate be requested.

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.”

Long-term financial sustainability of a project is extremely important for success of a project. KPATA will work to provide braiding funding streams for the long-term sustainability of the Bright Futures Program (BFP). KPATA will be applying for foundational grants, cultivating local individual donors, and utilizing local partnerships such as funding from local school districts and local businesses to continue to support BFP. KPATA has the necessary skills and partnerships to successfully leverage additional funding to support this project. KPATA supports local PAT Affiliates as they work with their school district and state-level funders. Additionally, KPATA has worked to secure an increase in state-wide funding for PAT Affiliates. All of these efforts are dedicated to providing evidence-based high quality home visitation services for families throughout Kansas.

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

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

### **10.2 COST PRINCIPLES**

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

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

### **10.3 ALLOWABLE COSTS**

Costs must be necessary, reasonable for and allocable to this approved grant award; incurred within the grant award period; itemized in the NOGA's Approved Grant Budget Authority; and in accordance with the NOGA provisions. State of Kansas purchasing regulations are required to be followed, unless prior approval has been granted. Travel costs under this award are to follow State of Kansas mileage and per-diem rates as stated.



#### **10.4 INELIGIBLE ITEMS**

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

Grantees are responsible for paying for grant-funded goods and services in a timely manner. Grant funds may not be used to pay late fees, finance charges, interest, or any costs associated with late or overdue bills. All such costs are the sole responsibility of Grantee.

#### **10.5 PROPORTIONATE FUNDING**

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

#### **10.6 DUPLICATION OF FUNDS**

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

#### **10.7 SUPPLANTATION OF GRANT FUNDS**

Grantee shall not use grant monies to pay for expenses already being paid for or have been paid for by another source. Grantee shall not replace or supplant funding of another existing program with funds provided for in this Grant. Funds granted under this Grant may not be used for any purpose other than the one defined in this document.

#### **10.8 START-UP COSTS**

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

#### **10.9 PROGRAM INCOME**

Program income means gross income earned by Grantee that is directly generated by a supported activity or earned as a result of the Grant Award. Program income includes, but is not limited to, income from fees for services performed, the use of rental, real or personal property acquired under the award, the sale of commodities or items fabricated under the award, license fees and royalties on patents and copyrights and interest on loans made with award funds. Interest earned on advances of funds is not program income. Program income does not include the receipt of principal on loans, rebates, credits, documents, etc., or interest earned on any of them.

Unless otherwise specified in this Grant, program income received or accrued by Grantee during the period of this award shall be retained and added to the funds committed to this Grant and used to further Grant objectives. Grantee shall have no obligation for program income generated and received beyond the period of this award.

#### **10.10 *UNEARNED GRANT FUNDS***

Unless otherwise specified in a Grant award document, all unearned Federal Grant funds on hand at the end of the Grant period shall be returned to DCF within sixty (60) days of the end of the grant period. 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.

### **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 \$ 1,000,000.00.

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 07/01/2023 and shall continue in effect until 06/30/2024 unless terminated sooner pursuant to the provisions of this Agreement.

**Performance:** The Grantee shall perform each and every requirement and condition set forth in the Grant Award. Failure to perform the requirements and conditions set forth in the Grant shall be considered a material breach.

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

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

If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, DCF may terminate this agreement at the end of its current fiscal year. DCF agrees to give written notice of termination to the Grantee at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. DCF will pay to the Grantee, all regular Grant payments incurred through the end of such fiscal year, plus grant charges incidental to the return of any such equipment. The termination of the Grant pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Grantee.

### **18.3 *TERMINATION FOR CONVENIENCE***

DCF shall terminate performance of work under this Grant in whole or in part whenever, for any reason, DCF shall determine the termination is in the best interest of the State of Kansas. In the event DCF elects to terminate this Grant pursuant to this provision, Grantee will be provided written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. Grantee shall continue to perform any part of the work that has not been terminated by the notice.

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

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

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

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

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

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

## **19.0 SEVERABILITY**

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

## **20.0 REVIEWS AND HEARINGS**

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

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

## **21.0 HOLD HARMLESS**

The Grantee shall indemnify DCF against any and all claims for injury or death of any persons, for loss or damage to any property, and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Grant.

Neither the State of Kansas nor DCF shall hold harmless or indemnify any Grantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et. seq.*).

## **22.0 CONFLICT OF INTEREST**

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

## **23.0 NONDISCRIMINATION AND WORKPLACE SAFETY**

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

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

Grantee assures all grant projects provided by Grantee shall comply with all applicable nondiscrimination requirements, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 *et seq.*; the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; U.S. Department of Justice Nondiscrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; and U.S. Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39 administrative requirements.

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

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

### **23.3 LIMITED ENGLISH PROFICIENCY**

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



## 24.0 AMERICANS WITH DISABILITIES ACT (ADA)

Grantee agrees: (a) to comply with the Kansas Act Against Discrimination, (K.S.A. 44-1001 et. seq.) the Kansas Age Discrimination in Employment Act, (K.S.A. 44-111 et seq.) the applicable provisions of the Americans with Disabilities Act, (42 U.S.C. 12101 et. seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees the phrase “Equal Opportunity Employer; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so they are binding upon such subcontractor or vendor; (e) a failure to comply with the reporting requirements of (c) above or if Grantee is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of the grant and it may be cancelled, terminated or suspended, in whole or in part, by the contracting State agency or the Kansas Department of Administration; (f) if it is determined the Grantee has violated applicable provisions of ADA, such violation shall constitute a breach of this grant and it may be cancelled, terminated or suspended, in whole or in part, by the contracting State agency or the Kansas Department of Administration.

Parties to this contract understand the provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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

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

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

### **Definition:**

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

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

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Grantee is required/permitted to use the PHI for the following purpose:
  - i. Any activity required to ensure compliance and fulfill grant obligations

- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Grantee shall disclose DCF's PHI only as allowed herein or as specifically directed by DCF.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Grantee agrees it will not use or further disclose the PHI other than as permitted or required by this Grant or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Grantee is permitted to use and disclose PHI received from DCF in its capacity as a Grantee to DCF, if such use is necessary for proper management and administration of Grantee to carry out the legal responsibilities of Grantee.
- e) Minimum Necessary: Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f) Safeguarding and Securing PHI Section 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Grantee agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and or EPHI that Grantee creates, receives, maintains or transmits. Grantee will furnish DCF with a written description of such safeguards taken upon request. Grantee agrees to allow authorized representatives of DCF access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Sub-Grantees Section 164.504(e)(2)(ii)(D): Grantee will ensure any entity, including agents and sub-grantees, to whom it discloses PHI received from DCF or created or received by Grantee on behalf of DCF, agrees to the same restrictions and conditions that apply to Grantee with respect to such information.
- h) Right to Review: DCF reserves the right to review terms of agreements and contracts between the Grantee and sub-grantees as they relate to the use and disclosure of PHI belonging to DCF.
- i) Ownership: Grantee shall at all times recognize DCF's ownership of the PHI.
- j) Notification Section 164.304, 164.314(a)(C) and 164.504(e)(2)(ii)(C): Grantee shall notify DCF both orally and in writing of any use or disclosure of PHI and or EPHI not allowed by the provisions of this Grant of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of DCF or Grantee. Grantee shall report to DCF any security incident within five (5) business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- k) Transmission of PHI Section 164.312(c)(1) and 164.312(c)(2): Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.

- l) Employee Compliance with Applicable Laws and Regulations: Grantee agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Grant.
- m) Custodial Responsibility: Callie Hoffman, an employee of Grantee, is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Grantee will notify DCF promptly.
- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii) (E-G): Grantee will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Grantee will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Grantee will make its policies, procedures and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining DCF's compliance with 45 C.F.R. Parts 160 and 164. Grantee will make these same policies, procedures and documentation available to DCF or its designee upon request.
- p) Grant Termination Section 164.314(a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Grantee agrees that within sixty (60) days of the termination of this Grant, it will return or destroy, at DCF's direction, any and all PHI it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Grant shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.314(a)(2)(i)(D), 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Grantee acknowledges DCF is authorized to terminate this Grant if DCF determines Grantee has violated a material term of this section of the Grant. If termination of the Grant is not feasible due to an unreasonable burden on DCF, Grantee's violation will be reported to the Secretary of Health and Human Services, along with steps DCF took to cure or end the violation or breach and the basis for not terminating the grant.

## 26.0 CRIMINAL PROVISION

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

offenses which lack integrity and honesty. The Grantee shall ensure any employees hired for this Grant are not on any criminal registry (i.e., Adult Protective Services Register).

## **27.0 TAX CLEARANCE**

Any Grantee who applies for a DCF Grant Award must obtain a valid Kansas Certificate of Tax Clearance for Grantee by accessing the Kansas Department of Revenue's website at <http://www.ksrevenue.org/taxclearance.html>. A Tax Clearance is a comprehensive tax account review to determine and ensure a Grantee's account is compliant with all primary Kansas Tax Laws. A Tax Clearance expires every ninety (90) days. This is in accordance with K.S.A 75-3740(c).

## **28.0 DEBARMENT**

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

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

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

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

## **30.0 OWNERSHIP**

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

## **31.0 PUBLICITY RELEASES**

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

### **32.0 WEB DEVELOPMENT**

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

### **33.0 LOBBYING**

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

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

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

### **35.0 EQUIPMENT**

The term "equipment" is defined as an article of tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. The Grantee Agency must submit an Equipment Pre-Approval Request (OGC-4004.1) to their designated DCF Program Manager if they wish to purchase such an item (the Request must be submitted if the DCF-funded portion is \$5,000 or more per unit). Equipment Pre-Approval Requests must be submitted and approved before any purchase of equipment is made. The Grantee Agency may use its own definition of equipment if its definition would at least include all items of equipment as defined here. The Grantee assures, to the extent practicable, all equipment and products purchased with grant funds shall be American made. At the close of this agreement DCF may request any Equipment purchased with these funds be returned to DCF.

### **36.0 RECORDS**

### **36.1 ACCOUNTING SYSTEM**

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

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

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

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

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

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

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

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

The Grantee's responsibilities regarding obtaining an independent audit of any grant awarded by DCF are found in DCF's Audit/Monitoring Policy and Requirements, which can be found on DCF's website at <https://www.dcf.ks.gov/Agency/Operations/Audits/Pages/Policies.aspx>. For more information, please contact DCF Audit Services at 785.296.3836, or via e-mail at [DCF.OACS@ks.gov](mailto:DCF.OACS@ks.gov).

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

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

### **38.0 ENTIRE AGREEMENT**

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

## **39.0 SPECIAL CONDITIONS**

### **39.1 GRANTEE TRAINING**

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

**All OGC forms noted in this document can be found on the Grantee Resources page of the DCF Office of Grants and Contracts website at <http://www.dcf.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx>.**

## Approved Grant Budget Authority

Line Item	Approved Grant Budget	Percent of Budget	Match
Personnel	\$405,650.00	40.57%	
Fringe Benefits	\$75,440.00	7.54%	
Travel	\$37,198.00	3.72%	
Equipment	\$4,000.00	0.40%	
Supplies	\$13,327.00	1.33%	
Contractual	\$415,429.00	41.54%	
Building	\$0.00	0.00%	
Training	\$12,909.00	1.29%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Other ( <i>must specify</i> )	\$0.00	0.00%	
Indirect Costs*	\$36,047.00	3.60%	
<b>TOTAL GRANT BUDGET =</b>	<b>\$1,000,000.00</b>		
Total Grant Budget:	\$1,000,000.00		
Match:	\$0.00		
		<i>[Confirm match requirement, if applicable, and whether it should be "hard" or "soft" (per funding guidelines). Be sure to note if there is no match requirement.]</i>	
<b>TOTAL PROJECT BUDGET =</b>	<b>\$1,000,000.00</b>		
<b>SOURCE OF GRANT FUNDING</b>	<b>1,000,000.00</b>	IV-E Prevention	
<i>*Indirect Costs should not exceed 10% of the total Grant Budget.</i>			