

Notification of Grant Award (NOGA)

Under Federal Grant Award Number – N/A

DCF Award Number PPS-2024FFSUD-4

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

**KVC Behavioral Healthcare, INC.
21350 W. 153rd Street
Olathe, KS 66064-5413**

FOR

Families First Prevention Grants – Strengthening Families

FROM

07/01/2023 to 06/30/2024

\$ 200,000.00

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 KVC Behavioral Healthcare, INC. and its employees, agents, and representatives; an independent contractor and not an agent of DCF.
- (3) "May" denotes the permissive.
- (4) "Award" denotes this document which sets forth the Grant requirements.
- (5) "Shall" denotes the imperative.

2.0 NOTICES AND CORRESPONDENCE

- a. All notices and correspondence shall be sent by either party to the other in all matters dealing with the Grant, as noted in this NOGA and/or the Grant Forms it references, to the following addresses, unless otherwise directed by DCF:

(1) To DCF:

Kansas Department for Children and Families
Attention: 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

(2) To Grantee:

KVC Behavioral Healthcare, INC.
Attention: Megan Hosterman, Director
21350 W. 153rd Street
Olathe, KS 66064-5413

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number (PPS-2024FFSUD-4) 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: In-Person groups in Shawnee, Johnson and Wyandotte. Virtual groups are held Statewide. The target population served by this grant includes youth ages 6 through 17 at risk for out-of-home placement.

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

From FY2019 to FY 2021 an average of 40,668 reports of maltreatment were assigned for investigation. Of those, an average of 7,245 youth per year or 298 youth per month, were separated from their home. Since the enactment of Family First Prevention Services Act, Kansas successfully reduced the number of youths experiencing foster care. In FY2021, 3,081 youth were removed compared to 3,477 in FY2020 and 4,125 in FY2019. On average in FY2021, 257 youth were entering foster care each month and so far, FY2022 is on track to see more reductions (currently 255/month). Of the youth separated from FY2019 to FY2021, an average of ten percent (10%) were separated for the primary reason of parental substance abuse.

Family in Need of Assessment (FINA) reports indicate that over the last three years, on average 35.2% of reports assigned were for child behavior problems (27.9% 3-year average), child substance use (3.9% 3-year average) and runaway youth (3.3% 3-year average)⁷. These youth also happen to be the hardest to place youth once they have entered foster care, impacting placement their placement, educational, mental health, and physical health stability as they move more frequently. Many strides have been made to impact placement stability of youth in foster care in recent years and there is a slight downward trend occurring in Kansas. However, as of 2021, Kansas was still ranked 48th in placement stability. One way to impact these numbers significantly is to avoid the use of foster care with these youth in the first place.

Crossover youth is defined as youth at risk of being placed in foster care due in whole or in part to conduct that has resulted or could result in juvenile offender allegations, and youth placed in foster care engaging in conduct that has resulted or could result in juvenile offender allegations. KVC Kansas was one of many partners with the Office of Judicial Administration, Department of Children and Families, and Department of Corrections in the Kansas Crossover State Policy Team to identify solutions to issues that arise around crossover cases. Prior studies have reported crossover youth are associated with higher risks of mental health challenges, higher rates of recidivism, poorer placement stability and lower permanency outcomes.

The outcomes for these children are poor and more often foster care causes more harm to crossover youth as well as those placed with crossover youth. Crossover youth in foster care have a more difficult time maintaining placement stability which then leads to frequent school and mental health service disruptions. These youth often incur additional charges while in care while also placing other youth in foster care at risk for future victimization. KVC estimates we served approximately 100 crossover youth in our service areas last year.

Families at risk for involvement with the child welfare system may be experiencing a variety of barriers that prevent them from accessing traditional community-based services. Previous trauma including generational substance abuse, mental illness, poverty, neglect, sexual and physical abuse are all risk factors influencing use of unhealthy coping skills and addiction. By providing treatment options for parents struggling with underlying effects of trauma—family healing can begin, and safe parenting practices can emerge.

KVC has been the lead in a local community collaborative implementation of SFP since 2012. This collaborative began after a series of discussions and frustration surrounding lack of services for many families that had intersected with various community agencies at any one time. This collaborative has included law enforcement, juvenile intake and assessment center staff, corrections officers, school personnel, clinicians, and clergy. The goals of continuing to implement and expand SFP as a community collaborative model are twofold. SFP strives to improve well-being, ensure safety, and keep the families affected by substance abuse intact and children in the home. The second goal is for SFP to increase child welfare and substance abuse systems capacity for collaboration.

9.2 SERVICES TO BE PROVIDED

Grantees 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. 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
8. 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.
9. 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.
10. 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.
11. 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.
12. Participate in stakeholder, statewide or regional meetings regarding Family First implementation convened by the external evaluator or DCF.
13. Participate in general program improvement or innovation discussions to understand impact of programs on outcomes in the community and population served.
14. 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 this RFP 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.

Strengthening Families Program (SFP) is a nationally and internationally recognized evidence-based intervention. The program includes a 14-week family skills program that brings families together for a meal and weekly training in areas that include family communication, parent supervision, family attachment, child development, parental substance use, and understanding risk and protective factors to avoid substance use. The program is designed to serve the general population and at-risk families, including families

experiencing parental substance use issues, teen substance use, and teen behavioral problems. SFP 12-16 aims to help parents increase their teen's protective factors, such as coping skills; reduce their teen's risk factors, such as behavioral problems; and communicate with their teens about peer pressure, sex, and relationships.

SFP is a family skills training program developed in the early 1980's by Dr. Karol Kumpfer and expanded upon in the 1990's²³. SFP has been evaluated many times by independent researchers in randomized control trials or health services research with very positive results in reducing substance abuse and delinquency risk factors by improving family relationships. Hence, SFP is rated at the top of the list by international and national review groups including the prestigious World Health Organization, Cochrane Collaboration Reviews in Oxford, United Nations Office of Drugs and Crime in Vienna, White House, National Institute on Drug Abuse (NIDA) sponsor of the original SFP research, Office of Juvenile Justice and Delinquency Prevention (OJJDP). It has been implemented in national and international settings and is currently listed on the Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-based Programs and Practices with outcomes tested in the domains of family relationships, parenting practices and efficacy, and children's behaviors. SFP is listed on the California Evidence-Based Clearinghouse for Child Welfare (www.cebc4cw.org) as having high child welfare relevance. SFP is theoretically based on Patterson's (1976) behavioral parenting model²⁴, Shure and Spivak's (1979)²⁵ social skills training program and Forehand and McMahon's (1981)²⁶ curriculum. SFP is a widely used and tested evidence-based intervention for substance abusing families, to prevent child maltreatment.

KVC will provide at least 3 group cycles during FY24 and additional cycles if awarded for subsequent years. Groups are 14 weeks in length and each group will serve an average of 10-12 families at a time. Each session lasts approximately 2 hours. Trained group leaders may offer optional booster sessions to families or facilitate ongoing family support groups once families have completed the 14-week program. SFP can be delivered in a range of settings, including schools, churches, community centers, and community-based organizations. During FY24, KVC will serve 30-36 families and approximately 80 children. KVC will accept referrals from local DCF PPS Child Protection Specialist, Program Liaisons, or designee. KVC will send weekly emails detailing current census of the program to local PPS Supervisors or designee to communicate utilization and remind teams of the service availability. Not receiving referrals is a potential barrier to program success. KVC will screen referrals for population definition and acknowledge program acceptance to PPS within one business day using the PPS 4310 (Referral/Case Status Form). KVC will initiate phone contact with the family within two business days to discuss the group goals and gather information about which group setting is right for them. If there are challenges in contacting the family, KVC will contact the referring PPS Specialist to gather any current contact information or to assist in engaging the client in services. KVC will utilize the PPS 4310, to acknowledge the family engaged in services within 5 business days from date of engagement or request a retraction of the referral if the client cannot be engaged or is declining to participate in services. When a case closes, KVC will send acknowledgement to the referring worker and/or family first case manager. In-person groups will be held in a centralized location in Johnson, Wyandotte or Shawnee Counties. Virtual groups will be available for those who are in rural counties. Families will have the ability to repeat the program if necessary. Group delivery will occur at a

community location that is conveniently located (school, community center, church, etc.) and accessible to individuals of all abilities.

KVC has built up significant capacity for the implementation of SFP both internally and externally with community partners. This already existing capacity would allow KVC to start accepting referrals for groups immediately and the depth of our already trained facilitators provides an advantage to any potential turnover and the ability to continuously serve families referred.

All DCF referrals will be received and processed through the Program Coordinator. The family will be assigned to the SFP Program Manager, who will contact the family within 24 hours to discuss upcoming group availability and schedule an initial meeting. In the initial meeting with the family, the Program Manager will focus on engagement while also explaining services, assessing needs and safety planning. Throughout the referral process KVC staff will communicate with DCF if there is difficulty engaging the family in services or if new safety concerns arise.

Eligibility Criteria:

- Youth ages 6-17 at home who are at risk of entry into the child welfare system due to one or more of the following family needs; mental health services, substance abuse treatment, and/or family conflict.
- A child or youth placed with a parent who PPS determines is at imminent risk of foster care and out of home placement but can be safe at home with prevention services.
- A child 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.
- A child or youth or youth in placement with relative caregivers.
- A child or youth 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.

The Implementation Manual is implemented in conjunction with the Parent Skills Training, Teen's Skills Training, and Family Skills Training Group Leader's Manuals. SFP 12-16 manuals are available in English, Arabic, French, German, Portuguese, Russian, Spanish, Swedish, and Thai.

- Kumpfer, K. L. (2017). *The Strengthening Families Program: Implementation manual*. Alta Institute.
- Kumpfer, K. L. (2014). *The Strengthening Families Program 12-16: Parent skills training, group leader's manual*. Alta Institute.
- Kumpfer, K. L. (2014). *The Strengthening Families Program 12-16: Teen's skills training, group leader's manual*. Alta Institute.
- Kumpfer, K. L. (2014). *The Strengthening Families Program 12-16: Family skills training, group leader's manual*. Alta Institute.

Kansas has been implementing various versions of SFP since 2007. KVC began implementing SFP for youth ages three and up in 2007 with the support of a federally funded project. This project showed positive reunification findings that have had significant implications for child welfare policy and practice. Family participation in SFP led to higher rates of reunification. Although sobriety status from alcohol or other drug addiction recovery was not the focus of the intervention, there is evidence that helping parents increase their parental capacity may positively impact mental health and chances of substance abuse recovery, thereby positively influencing family problems overall.

By forging strong relationships between parents and their children, the program seeks to increase child safety and wellbeing in the home thus decreasing the likelihood of maltreatment and removal from the home and increasing the likelihood of reunification and permanency. The 2007 implementation demonstrated that a typical child participating in the SFP intervention spent 190 fewer days in out of home care than a child who did not participate in SFP. “At an average out of home rate of \$86 per child per day, SFP saves approximately \$16,340 per participating child in out of home care costs.” This research also showed a reduction in child behavior problems, improvements in parenting abilities and family functioning, improved social competency, increased peer resistance and enhanced family organization. At the culmination of this federal project, KVC launched a community collaborative focused on prevention with local law enforcement, community mental health centers, the regional prevention center, and local corrections officers to continue offering SFP to families in the community. Since 2012, this collaborative has allowed approximately 75 Kansas families annually that were experiencing agency crossover receive interventions that they may not have otherwise been able to receive due to lack of resources. KVC proposes to build on the existing community collaborative model and expand to other communities.

In addition to this community collaborative, KVC is currently working on a federal project that includes a focus on children from birth to 47 months (B-3) that have either been removed from their primary caregiver or at risk of removal from the home due to parental substance abuse. KVC’s focus on the family as a whole has led to programing that targets these critical early years in the life of a child. KVC is one of two organizations in Kansas implementing the Strengthening Families Program Zero to Three (SFP 0-3), which provides early intervention to infants and toddlers who have entered foster care or are at risk of entering foster care due to parental substance abuse. Evaluation of the B-3 program has revealed that children show statistically significant improvement in areas such as gross and fine motor skills, problem solving and social-emotional development. In terms of family functioning, participating parents are showing significant improvement in having realistic expectations of children and increased empathy. Empathy is an important indicator of effective parenting and the lack of parental empathy is a strong predictor of child abuse and neglect. Parents also show improvement in trauma symptoms, including statistically significant reductions in rates of depression, anxiety, sleep loss and others.

9.3 PERFORMANCE MEASURES

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.

Children are Maintained at Home with no entry into foster care	Population	Standard	Source
Children are not removed into the foster care program during the service period.	Children referred to service or program	<10%	FACTS
Operational Definition			
<p style="text-align: center;">Numerator: The # of children whose services ended due to entry into foster care divided by Denominator: 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.

Children are Maintained at Home with no entry into foster care	Population	Standard	Source
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>Numerator: 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;">divided by</p> <p>Denominator: 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 in the RFP.

Measure 1: Families are engaged timely in program or services

Families are Engaged Timely	Population	Standard	Source
Families referred shall be engaged timely in program or service	Families referred to program or service	95.0%	FACTS
Operational Definition			

Numerator: 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

divided by

Denominator: The # of families referred to program or service in each month, excluding retracted referrals

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]

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;">Numerator: The # of referrals to program or services with successful closure</p> <p style="text-align: center;">divided by</p> <p style="text-align: center;">Denominator: The # of all closures</p> <p>Example: 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>			

The program focuses on three targeted areas: parenting skills training, child skills training, and family training. Content is focused on child development, behavior management techniques, child skills training, family skills enhancement and attachment/bonding, parental supervision, and psycho-educational material targeted to improve the parent child relationships. The group begins with a family meal and is followed by age-specific group breakouts for children and a separate

parent breakout group. Weekly training focuses on areas such as family communication, parental supervision, family attachment, child development, parental substance use, and understanding risk and protective factors to avoid substance use.

Strengthening Families Program (SFP) directly provides services to *children/adolescents* and addresses the following: Child risk factors such as behavioral and mental health problems (overt and covert aggression, autism spectrum disorder, oppositional defiant disorder, criminality or delinquent behavior, depression, school failure, lack of social and academic skills, etc.); family and parental problems such as parental depression, substance use disorder, and criminality, or family violence and child maltreatment and sexual abuse.

Strengthening Families Program (SFP) directly provides services to *parents/caregivers* and addresses child maltreatment, family conflict or violence, parental substance abuse and depression, and parent criminality, parent of a child with disruptive behaviors or mental health problems (aggression, autism spectrum disorder, oppositional defiant disorder, depression) as well as reports of delinquent behaviors or school failure. This program involves the family or other support systems in the individual's treatment such as grandparents, foster parents, guardians, and anyone caring for the child regularly.

The Strengthening Families Program primary goals are:

- Reduce child maltreatment
- Reduce costs of foster care and kinship care
- Reduce parent and child substance abuse
- Reduce child development and behavior problems
- Reduce academic and school failure
- Increase parent/child attachment and bonding
- Increase positive parenting and parenting skills
- Reduce family conflict and violence
- Reduce children's and parent's depression and stress
- Increase children's positive behaviors

The Strengthening Families Program core components are:

- Family Meal: Meals are served for the entire family, modeling how to have a family meal. Group leaders/facilitators sit with several families to coach them in positive responses to requests made by their children, reviewing how their week went, and if they are prepared with their home practice.
- Separate Parent, Teen, and/or Child Skills Classes: The parents and children are then separated, and the children are divided into age-appropriate groups.
 - Parent Classes teach skills such as:

- Importance of positive one-on-one play time with children to increase bonding and attachment
- How to increase positive affirmations and attention with children
- Positive communication
- How to make house rules and set up positive routines
- Problem solving and win-win negotiation
- Stress and anger management
- Teaches strategies and tips for managing high-risk child behaviors such as noncompliance with requests
- Children/Teen Classes teach skills such as:
 - Goals and objectives to increase resilience
 - Stress and anger management
 - Coping with criticism and bullying
 - Communication
 - Feeling's identification
 - Choosing safe friends/relationships
 - Boundaries
 - Problem solving
 - Community service to increase self-esteem
 - Family Practice: Families and children come back together. This is structured time to allow families to practice newly learned skills with facilitator coaching and encouragement.
 - Cultural adaptation for diverse families of language, experiential exercises, and examples by culturally knowledgeable staff are core elements of SFP.

Facilitators can be trained paraprofessionals, educators, mental health professionals, prevention specialists, and college students. Interns can administer this program because it is provided in detailed manuals. Support from a Site Coordinator with at least a bachelor's level degree in a social sciences program is recommended. Characteristics of implementers to get best results are having good people skills; having a belief in the value of SFP to help their families; being warm, welcoming, and empathetic; being organized and well-prepared for each lesson; and being culturally sensitive. Being from the local culture also helps. This has made the intervention appealing to community members, has decreased the staff capacity barrier, and allowed the SFP intervention to easily expand into a true community intervention with the support of various partners. Currently, there are teachers, police officers, clinicians, clergy, corrections officers, etc., trained to facilitate the intervention which has allowed agencies that may not have been able to partner previously, to collaboratively provide an intervention to the community in an extremely cost-conscious manner.

All SFP facilitators and site coordinators receive a 2-day training by an SFP certified trainer. The SFP training includes discussion around the cultural competence of teams in their delivery of the intervention. SFP groups require at least five trained staff: two group leaders for parents, two for children/teen and a

site coordinator; this staffing number increases if providing multiple age variants. KVC is the only agency in Kansas who has a certified in-house trainer for the SFP intervention. This allows KVC the ability to schedule a training without waiting for the availability of an outside trainer and allows a reduction in training expenses. KVC is prepared to offer two community trainings for SFP during FY24.

After training, it is recommended that SFP Purveyors conduct site visits to evaluate new group leaders' fidelity to the program model. SFP Purveyors also provide implementation supports including technical assistance, program evaluation, fidelity monitoring, site visits, and quality assurance.

Fidelity to the model is assessed throughout the facilitator certification process that occurs during a two-day training period and ongoing advanced training. Ongoing fidelity is assessed by the Site Coordinator and the Program Manager and coaching occurs as needed. Coaching focuses on key session components and the facilitator's ability to deliver material as intended. If additional technical assistance is needed, the national program evaluator is available for technical assistance both on site and over the phone. Fidelity checklists are sent to local agency evaluators when the agency contracts for the outcome and process evaluation that is offered. Site visits with fidelity checklists are also possible either by fidelity evaluators or by email survey form filled out by the SFP project coordinator on what was done in the implementation. These data are then included in the outcome evaluation with recommendation made to improve fidelity.

The cultural competency of our staff is important in providing family-centered services and meeting outcomes for the individuals we serve. KVC's training department has a robust number of trainings that are available to employees. Trainings are delivered in a number of ways including in-person training/coaching with a training specialist, in-person training/coaching or group supervision with supervisors, live web-based trainings, self-directed trainings, and pre-recorded trainings. Some of our cultural competency trainings include: Building Inclusive Teams, Human Trafficking, Diversity, Equity, and Inclusion for Leaders, Providing Dignity-Centered Care under the I/DD Umbrella, Introduction to LGBTQ Competency, Best Practices for Serving LGBTQ Youth, Best Practices for Serving LGBTQ Parents, Child and Adolescent Development, Substance Use Disorder Patterns, Domestic Violence, Introductory Anti-Racist Toolkit, Working with Transgender Youth 101, Indian Child Welfare Act, Children and Trauma, The Impact of Trauma on Brain Development, SSI Training, Safe and Connected Series, A Culture-Centered Approach to Recovery, Preventing, and Identifying, and Responding to Abuse and Neglect.

Implementation Plan

The initial phase of implementation will include hiring and training a Program Coordinator, two (2) Facilitators and Family Support Worker prior to July 1, 2023. KVC has built up significant capacity for the implementation of SFP both

internally and externally with community partners. This already existing capacity would allow KVC to start accepting referrals for groups nearly immediately.

Within the first month of the grant (July 2023), KVC will review established the referral process and work with DCF to make needed adjustments. Program forms will be reviewed and updated to include releases to share information with DCF. New SFP facilitators and the Program Coordinator will complete training in July 2023 which consists of two days of training and follow- up coaching sessions. Outreach to DCF and the evaluation team to ensure all needed data reporting requirements are in place. KVC will outreach to local or regional PPS teams in the first month to promote program and maintain orientation to the referral process. KVC Program Coordinator will review census of the program and outreach DCF Supervisors and teams in counties where the program may be underutilized. Not receiving referrals is a potential barrier to program success.

KVC will begin to accept referrals and outreach to families who have been referred on or before August 1, 2023. KVC will send brief weekly census reports to update staff of service utilization and openings. KVC will provide high quality quarterly management grant reports to DCF. Reports will include information on clients served during reporting period, program innovations, successes, and continuous improvement. The Program Coordinator will track and report the following data elements in Excel:

- 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
- Percent of youth safely maintained at home or with family during the service period.
- Percent of youth safely maintained at home, with family, within one year from referral
- Percent of families are engaged timely in services.
- Percent of families successfully completing services.

KVC has been providing Quality Assurance (QA) and Performance Improvement (PI) for SFP since the first implementation in Kansas in 2007. KVC staff provide QA/PI performance improvement activities including data entry, tracking, and reporting, case file reviews and ongoing monitoring. QA staff work alongside each Site Coordinator to ensure all assessments are complete and timely. At group closure QA staff will review the file to ensure that it is complete and accurate. The QA team will also work closely with the outside evaluator to share and review data.

The Program Coordinator will work with the external evaluator by providing data or implementing other quality assurances, success factors or evaluation tools to families served, staff surveys, interviews/focus groups, case file reviews or other tools. KVC will provide access to existing quality assurance tools and data

tracking as requested. KVC understands evaluation requirements may change based on lessons learned and/or federal requirements. The Director and/or Program Coordinator will participate in stakeholder, statewide or regional meetings regarding Safe Families Program implementation convened by the external evaluator or DCF and participate in general program improvement or innovation discussions to understand impact of programs on outcomes in the community and population served. The Director or the Program Coordinator will 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.

Implementation Timeline (July 1, 2023- June 30, 2024)

Program Activity	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Milestone 1 - Administratively Prepared to Accept Referrals by August 1, 2023												
Refine referral process (Director)	X											
Review forms & update releases to include DCF (Program Manager)	X											
Data Reporting Requirements in Place (Director)	X	X										
Hire New Staff (Director and Program Manager)	X											
SFP Training Begins (Director/ SFP Facilitators)	X											
Meet DCF PPS to explain program (Program Manager)	X			X			X			X		
Milestone 2 - Provide Services with appropriate utilization and fidelity												
Accepting referrals (Program Manager)		X	X	X	X	X	X	X	X	X	X	X
Weekly census report to DCF (Program Manager)	X	X	X	X	X	X	X	X	X	X	X	X
Meet DCF staff for utilization challenges (Program Manager)		X		X		X		X		X		X
Coaching & Consult (Program Manager/SFP Facilitators)												
Fidelity Rating (Program Manager)		X	X	X	X	X	X	X	X	X	X	X
Milestone 3 - Begin Data Collection, Reporting, and Data Reconciliation												
Data Collection (Program Manager)	X	X	X	X	X	X	X	X	X	X	X	X
Family Progress Reports (SFP Facilitators)		X	X	X	X	X	X	X	X	X	X	X
Reconciling data between KVC and DCF (Program Manager)		X	X	X	X	X	X	X	X	X	X	X
Quarterly Reports (Director)			X			X			X			X

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 20th 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 20th 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 20th 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 20th 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
(DCF Program Manager)
Prevention and Protection Services
555 S. Kansas Avenue
Topeka, KS 66603-3444
Phone: (785) 506-7178
Email: jennifer.goodman@ks.gov**

9.5 STATE RESOURCES TO BE PROVIDED

None

10.0 FUNDING

The funding amount for this Grant is \$ 200,000.00. 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. KVC has been providing SFP services for nearly 15 years. The first five years were funded by a federal grant through the Children's Bureau. During these five years an extensive sustainability plan was developed. KVC used the grant period to build and maintain a robust infrastructure that has remained the strongest and most comprehensive in the State. Due to this comprehensive infrastructure, KVC has been able to withstand periods of time with insufficient funding sources. Following the completion of the first grant, in 2014, KVC was awarded another federal Grant through the Children's Bureau for the SFP Birth – 3 program pilot.

SFP is a unique intervention in that regardless of educational background, a person can become a trained facilitator to implement the program. This has made the intervention appealing to community members and has allowed the SFP intervention to easily expand into a true community intervention with the support of various partners. Currently, there are teachers, police officers, clinicians, clergy, corrections officers, etc., trained to facilitate the intervention which has

allowed agencies that may not have been able to partner previously, to collaboratively provide an intervention to the community in an extremely cost-conscious manner.

At the culmination of the previous federal project, KVC launched a community collaborative focused on prevention with local law enforcement, community mental health centers, the regional prevention center, and local corrections officers to continue offering SFP to families in the community. This collaborative has allowed families experiencing agency crossover to receive interventions that they may not have otherwise been able to receive due to lack of resources. KVC proposes to build on the existing community collaborative model and expand to other communities.

KVC is continuously applying for state and federal funding opportunities in order to have sustained and diverse funding sources for SFP. KVC is aware SFP is approved as a billable service with Managed Care Organizations (MCO's) in other states and plans to work with the current MCO's on what this approval process would look like in Kansas. While this will not cover the entire expense of the program, it could supplement a portion.

10.1 AVAILABILITY OF ANTICIPATED FEDERAL FUNDS

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

10.2 COST PRINCIPLES

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

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

10.3 ALLOWABLE COSTS

Costs must be necessary, reasonable for and allocable to this approved grant award; incurred within the grant award period; itemized in the NOGA's Approved Grant Budget Authority; and in accordance with the NOGA provisions. State of

Kansas purchasing regulations are required to be followed, unless prior approval has been granted. Travel costs under this award are to follow State of Kansas mileage and per-diem rates as stated.

10.4 *INELIGIBLE ITEMS*

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

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

10.5 *PROPORTIONATE FUNDING*

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

10.6 *DUPLICATION OF FUNDS*

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

10.7 *SUPLANTATION 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 \$ 200,000.00.

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

23.3 LIMITED ENGLISH PROFICIENCY

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

24.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

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

25.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

Definition:

For purposes of this section, the terms “Protected Health Information” and “PHI” mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for provision of health care to an individual that Grantee receives from DCF or that Grantee creates or receives on behalf of DCF. The terms

“Protected Health Information” and “PHI” apply to the original data and to any data derived or extracted from the original data that has not been de-identified.

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

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Grantee is required/permitted to use the PHI for the following purpose:
 - i. Any activity required to ensure compliance and fulfill grant obligations
- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Grantee shall disclose DCF’s PHI only as allowed herein or as specifically directed by DCF.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Grantee agrees it will not use or further disclose the PHI other than as permitted or required by this Grant or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Grantee is permitted to use and disclose PHI received from DCF in its capacity as a Grantee to DCF, if such use is necessary for proper management and administration of Grantee to carry out the legal responsibilities of Grantee.
- e) Minimum Necessary: Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f) Safeguarding and Securing PHI Section 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Grantee agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and or EPHI that Grantee creates, receives, maintains or transmits. Grantee will furnish DCF with a written description of such safeguards taken upon request. Grantee agrees to allow authorized representatives of DCF access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Sub-Grantees Section 164.504(e)(2)(ii)(D): Grantee will ensure any entity, including agents and sub-grantees, to whom it discloses PHI received from DCF or created or received by Grantee on behalf of DCF, agrees to the same restrictions and conditions that apply to Grantee with respect to such information.
- h) Right to Review: DCF reserves the right to review terms of agreements and contracts between the Grantee and sub-grantees as they relate to the use and disclosure of PHI belonging to DCF.
- 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: Dr. Linda Bass, 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.

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	\$91,438.00	45.72%	
Fringe Benefits	\$28,325.18	14.16%	
Travel	\$7,140.00	3.57%	
Equipment	\$0.00	0.00%	
Supplies	\$1,500.00	0.75%	
Contractual	\$0.00	0.00%	
Building	\$7,565.00	3.78%	
Training	\$4,600.00	2.30%	
Group Facilitation Costs	\$40,350.00	20.18%	
Outreach	\$900.00	0.45%	
Other (<i>must specify</i>)	\$0.00	0.00%	
Indirect Costs*	\$18,181.82	9.09%	
TOTAL GRANT BUDGET =	\$200,000.00		
Total Grant Budget:	\$200,000.00		
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>	
TOTAL PROJECT BUDGET =	\$200,000.00		
SOURCE OF GRANT FUNDING =	State General Funds		
<i>*Indirect Costs should not exceed 10% of the total Grant Budget.</i>			