

Notification of Grant Award (NOGA)

Under Federal Grant Award (CFDA) Number 93.575

DCF Award Number EES-2022-KEHSCCP-03

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

**Community Action, Inc.
455 SE Golf Park Blvd.
Topeka, KS 66605-2862**

FOR

Kansas Early Head Start – Child Care Partnership

FROM

July 1, 2021 to June 30, 2022

\$567,162.00

NOGA SPECIFIC TERMS AND CONDITIONS

TABLE OF CONTENTS

1.0	DEFINITIONS
2.0	NOTICES AND CORRESPONDENCE
3.0	GRANT AWARD
4.0	PRINCIPAL PLACE OF PERFORMANCE
5.0	INSPECTION AND ACCEPTANCE
6.0	SPECIAL GRANT REQUIREMENTS
7.0	ORDER OF PRECEDENCE
8.0	GENERAL RELATIONSHIP
9.0	SCOPE OF WORK AND DELIVERABLES
	9.1 Background and Scope
	9.2 Services to Be Provided
	9.3 Performance Measures
	9.4 Deliverables and Reporting Requirements
	9.5 State Resources to Be Provided
10.0	FUNDING
	10.1 Availability of Anticipated Federal Funds
	10.2 Cost Principals
	10.3 Allowable Costs
	10.4 Ineligible Items
	10.5 Proportionate Funding
	10.6 Duplication of Funds
	10.7 Supplantation of Grant Funds
	10.8 Start-Up Costs
	10.9 Program Income
	10.10 Unearned Grant Funds
	10.11 Sub-Awards
11.0	PAYMENTS
12.0	GRANT CHANGES AND MODIFICATIONS
	12.1 Revision Requests
	12.2 Amendments
	12.3 Modifications Subject to Funding Changes
	12.4 Changes in Key Personnel or Board Membership
13.0	DATA
14.0	GOVERNING LAW – CONSENT TO JURISDICTION
15.0	COMPLIANCE WITH LAWS AND REGULATIONS
16.0	NO WAIVER OF CONDITIONS
17.0	FORCE MAJEURE
18.0	TERMINATION
	18.1 Grant Termination
	18.2 Termination Due to Lack of Funding Appropriation
	18.3 Termination for Convenience
	18.4 Rights and Remedies

- 19.0 SEVERABILITY**
 - 20.0 REVIEWS AND HEARINGS**
 - 21.0 HOLD HARMLESS**
 - 22.0 CONFLICT OF INTEREST**
 - 23.0 NONDISCRIMINATION AND WORKPLACE SAFETY**
 - 23.1 Civil Rights and Nondiscrimination
 - 23.2 Equal Employment Opportunity Plan
 - 23.3 Limited English Proficiency
 - 24.0 AMERICANS WITH DISABILITIES ACT (ADA)**
 - 25.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
 - 26.0 CRIMINAL PROVISION**
 - 27.0 TAX CLEARANCE**
 - 28.0 DEBARMENT**
 - 29.0 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**
 - 30.0 OWNERSHIP**
 - 31.0 PUBLICITY RELEASES**
 - 32.0 WEB DEVELOPMENT**
 - 33.0 LOBBYING**
 - 34.0 CARE OF STATE PROPERTY**
 - 35.0 EQUIPMENT**
 - 36.0 RECORDS**
 - 36.1 Accounting System
 - 36.2 Maintenance of Cost Records
 - 36.3 Retention of Records and Reports
 - 37.0 FEDERAL/STATE GRANTEE/SUB-GRANTEE AUDIT AND MONITORING DETERMINATION**
 - 38.0 ENTIRE AGREEMENT**
 - 39.0 SPECIAL CONDITIONS**
 - 39.1 Grantee Training
- APPROVED GRANT BUDGET AUTHORITY**

GRANT AWARD

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

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

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

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

SPECIFIC TERMS AND CONDITIONS

1.0 DEFINITIONS

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

- (1) "Grantor" and "DCF" shall mean the Kansas Department for Children and Families and its employees, agents, and representatives.
- (2) "Grantee" shall mean **Community Action, 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: JoAnn Henry/Kansas Early Head Start Program Manager
555 S. Kansas Avenue, Topeka, KS 66603
Phone: 785-250-6416
Email: JoAnn.Henry@ks.gov

(2) To Grantee:

Community Action, Inc.
Attention: Brenda Brown/ Early Childhood Outcomes Director
455 SE Golf Park Blvd., Topeka, KS 66605-2862
Phone #: 785-836-4530
Email: bkbrown@wefightpoverty.org

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number **EES-2022-KEHSCCP-03** 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 July 1, 2021 to June 30, 2022 with an option for two (2) one-year (1-year) renewals**. The Grantee will not receive payment for any expenditure made or incurred prior to **July 1, 2021 or after June 30, 2022**, the term of this Grant award.

4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include: **Shawnee**. The target population served by this grant includes **24 slots**.

5.0 INSPECTION AND ACCEPTANCE

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

6.0 SPECIAL GRANT REQUIREMENTS

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

7.0 ORDER OF PRECEDENCE

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

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

8.0 GENERAL RELATIONSHIP

The Grantee agrees in all matters relating to this Grant, it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Grant. The Grantee shall have no right, power or authority to create any obligation, expressed or implied, on behalf of DCF and shall have no authority to represent DCF as an agent. The relationship of DCF to the grantee is not affected by the grantee's status as a for-profit or a not-for-profit entity. All terms and conditions within this award shall apply regardless of grantee's status.

9.0 SCOPE OF WORK AND DELIVERABLES

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

9.1 BACKGROUND AND SCOPE

Early Head Start (EHS) is a program for low-income pregnant women and families with infants and toddlers. The program is based on research that demonstrates the impact of early intervention through high quality programs that enhances opportunities for success among families and young children. Reauthorized by the Head Start Act of 1992, EHS has multifaceted purpose. EHS seeks to enhance children's physical, social emotional and cognitive development. In addition, EHS works to enable parents to be better caregivers of and teachers to their children. EHS also works with parents to set and meet their own goals, including goal of economic independences.

In order to achieve the multi-faceted purpose of EHS, the program provides, early, continuous, intensive, and comprehensive child development and family support services to families and children. Services provided include, but are not limited to: physical, mental and oral health, nutrition, early childhood education, financial literacy, family engagement and strengthening, marriage education and job training. The services provided to families and children are designed to reinforce and respond to the unique strengths and needs to each child and family.

The Proposed model by DCF seeks to identify strong community-based family support providers and child care to serve EHS eligible children participation in child care subsidy, Kansas Child Care assistance program. In addition to supporting vulnerable children and their families, Kansas' goal is to increase the quality of child care environments in which these children are enrolled.

KEHS grantees applying to participate in the DCF Kansas Early head Start-Child care (KEHS-CC) Partnership program and their partners must meet the Federal Head Start regulations and applicable state child care regulations. The Head Start Performance Standards (HSPS) and the Head Start Act (HSA) as authorized in December 2007 may be access at: <https://www.acf.hhs.gov/ohs/policy>.

9.2 SERVICES TO BE PROVIDED

Within each partnership, the KEHS grantee will provide comprehensive services to child care partner programs that exhibit need, desire to participate, and have willingness to follow enhance program regulations. KEHS grantees may also offer their own center-based classes.

Grantees will serve as lead in the partnership and will staff parent engagement, health coordination, mental health consultation, and program management through direct employment or contract. In addition to serving as the lead agency for local child care partners, grantees may also operate their own classrooms.

Regulated child care partners will include family child care homes, group child care homes, and child care centers. All child care providers will be expected to fulfill the child development, continuity of care, parent involvement, and professional development requirements related to quality Early Head Start (EHS) services.

Head Start Performance Standards

Grantees for KEHS-CC (KEHS-CC) Partnership funding must fully meet the requirements of the Head Start Performance Standards (HSPS0 and the Head Start Act of 2007.

KEHS-CC Partnerships will be required to offer full day, full year (for at least 230 days a year) center based or family child care program that will accommodate families who are participating in job training, school and/or the workforce.

KEHS-CC partnership funding is provided to make high quality infant-toddler series available to children who are currently receiving DCF Child Care Subsidy funding. Children served with KEHS-CC Partnership funding may be dispersed throughout rooms in facilities; however, the HSPS and program requirements will apply to all rooms where KEHS-CCP partnership children are enrolled.

Child Development

Include parents in program planning and provide them with opportunities to expand their knowledge and understanding of child development, observation, and assessment. Programs must obtain direct guidance from a mental health or child development professional on how to use the screening results to address identified needs. Multiple sources of information on all aspects of each child's development and behavior, including input from family members, teachers, and other relevant staff who are familiar with the child's typical behavior should be used in this process.

Screening

Children are required to have screenings completed within 45 days of enrollment into the KEHS-CCP partnerships Program. Screening for health, developmental, sensory, and behavioral concerns must occur in collaboration with each child's parent, KEHS-CC Partners must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding a child's developmental, sensory (visual and auditory), behavioral, motor, language, social cognitive, perceptual, and emotional skills. To the greatest extent possible, these screening procedures must be sensitive to the child's cultural background.

KEHS has selected and prefers the Ages and Stages Questionnaire (ASQ) as the screening tool for KEHS-CC Partnerships.

9.3 PERFORMANCE MEASURES

Kansas Early Head Start (KEHS) grantees shall be responsible for providing direct services that support the implementation of evidence-based strategies that result in improvements in targeted state- or community-level factors, while also contributing to state and local outcomes.

All KEHS grantees are required to administer the ASQ, ASQ-SE, and Protective Factors Survey (PFS) for FY22 outcomes reporting. The PFS or PFS-2, preferred PFS-2, is designed for use with caregivers who receive child maltreatment prevention services.

KEHS grantees are required to contribute to the outcomes as indicated below.

- (i) Parent and Family outcomes indicated by parents demonstrating knowledge and skills related to child development and parenting practices, families are stable and supportive, and parents are working, enrolled in school or a job training program.
- (ii) System outcomes indicated by families to have access to Early Head Start (EHS) services.
- (iii) Quarterly Performance measures for Status reports will include:

- 95% of the children will be screened within 45 days of enrollment
- 95% of the families will have an active family partnership plan within 45 days of enrollment.

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 **June 30, 2022.**

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) will be due every *month for State Fiscal Year (SFY) awards – August 15th, September 15th, October 15th, November 15th, December 15th, January 15th, February 15th, March 15^h, April 15th, May 15th, June 15th, and July 15^h each year the grant is in effect.* Status Reports are required for project-based grant awards. If no activity took place or no services were provided, then an explanation for such should be include 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.

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

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

Budget Transaction Reports (OGC-1005) will be due every (OGC-1005) will be due every month, for *SFY awards – August 15th, September 15th, October 15th, November 15th, December 15th, January 15th, February 15th, March 15^h, April 15th, May 15th, June 15th, and July 15^h each year the grant is in effect.* Budget Transaction Reports will not be processed without a Status Report for the reporting period on file, a Budget Itemization Report, and any other required documentation as established in the grant award.

Budget Itemization Reports (OGC-1005) will be due every (OGC-1005) will be due every month, for *SFY awards – August 15th, September 15th, October 15th, November 15th, December 15th, January 15th, February 15th, March 15^h, April 15th, May 15th, June 15th, and July 15^h each year the grant is in effect.* 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 documentations as established in the grant award.

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

Administrative Costs

Administrative costs for CCDF funded grants cannot exceed 15 percent, including maximum of 10 percent Indirect Costs, of total expenses requested for reimbursement. The Budget Transaction Report and Budget Itemization Report submitted shall include items identified as Administrative Costs with totals indicating that Indirect and Administrative cost rates have not been exceeded.

The grantee agency must complete the Administrative Portion of the Total Grant Expenses section of each Budget Transaction Report submitted. The grantee agency must also identify on

the corresponding Budget Itemization Report which detailed items being requested for reimbursement are administrative expenses.

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.

Grantees will be required to maintain an Enrollment Verification KEHS Report. Monthly enrollment Verification with KEHS Reports must be submitted to the KEHS Program Manager every month with their BTR, BIR and Status reports before your reports will be submitted for payment. Enrollment verification must also be available to DCF upon request during program site visits, audit site visits and/or desk audits. The KEHS Enrollment Verification Report will show the children enrolled and which location they are being served. The total number of slots for the program should equal the number of the slots listed on the monthly report unless explained to the KEHS Program Manger ahead of time. If there is a change in the number of slots served in your program you will be required to contact your Kansas Early head Start Program Manager within 30 days of the change.

Grantees will be required to submit information to DCF monthly. All reports are summarized and provided, as a performance standard requirement, to both the governing board and Policy Council. Information collected and summarized includes but is not limited to: enrollment; waiting list numbers; average attendance; number of family visits by teachers or FSW; staff turnover; parent engagement activities; financial statements related to the grant including any credit card usage for EHS services; and number of enrolled children eligible for early intervention. In order to provide the governing bodies program updates and fulfill the federal reporting requirements, partners will receive a list of reporting deadlines.

KEHS-CC Partnership DCF Child Care Subsidy Referral Forms

Subsidy Referral Forms will be submitted to local DCF Child Care Subsidy Office and KEHS program management within 2 business days of eligible children being accepted into the KEHS-CC Partnership program option. A referral form will also be submitted to notify DCF when a KEHS-CC Partnership child ages out, the family withdraws from the program or the family's income exceeds the state medium income (SMI).

In addition, the supplemental reports are due as follows:

Quarterly Performance Report will be due every Quarter and entered into the DAISEY data management system. *1st Quarter will be due Oct. 30th, 2nd Quarter will be due Jan. 30, 3rd Quarter will be due April 30 and 4th Quarter will be due July 30 of each State Fiscal Year.*

Quarterly Outcomes Reports will be due every Quarter and entered into the DAISEY data management system. *1st Quarter will be due Oct. 30, 2nd Quarter will be due Jan.*

30, 3rd Quarter will be due April 30 and 4th Quarter will be due July 30 of each State Fiscal year.

Community Needs Assessment

All services delivered through KEHS must be guided by the grantees' most current Community Needs Assessment, which must be conducted every three years to match the 3-year Grant and Renewal periods. Most current Community Needs Assessment and/or updates are required to be completed and forwarded to the KEHS Program Manager on a yearly basis with your RFP and yearly renewals.

Ad Hoc Reports will be requested from grantee(s) on an as needed basis. Content will be dependent on needs of the request. These can be a result of but not limited to: inquiries from State or Federal partners, DCF Audits, DCF leadership and DCF program staff.

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

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: JoAnn Henry/Kansas Early Head Start Program Manager
555 S. Kansas Avenue, Topeka, KS 66603
Phone: 785-250-6416
Email: JoAnn.Henry@ks.gov

9.5 STATE RESOURCES TO BE PROVIDED

Not applicable.

10.0 FUNDING

The funding amount for this Grant is **\$567,162.00**. 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."

In accordance with CCDF Regulations 45 CFR Part 98, administration costs should not exceed 15% of the total expenditures for this grant. Administrative costs are defined as follows:

Administrative Costs

Administrative Costs cannot exceed 15% of the total Grant Budget as defined by CCDF Regulations Sec. 98.54 Administrative Costs - <https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-98>

- a. Not more than five percent of the aggregate funds expended by the Lead Agency from each fiscal year's allotment, including the amounts expended in the State pursuant to Sec. 98.55, shall be expended for administrative activities. These activities may include but are not limited to:
 - (1) Salaries and related costs of the staff of the lead Agency or other agencies engaged in the administration and implementation of the program pursuant to Sec. 98.11 Program administration and implementation include the following types of activities:
 - (i) Planning, developing, and designing the Child Care and Development fund program;
 - (ii) Providing local officials and the public with information about the program, including the conduct of public hearings;
 - (iii) Preparing the application and Plan;
 - (iv) Developing agreements with administering agencies in order to carry out program activities;
 - (v) Monitoring program activities for compliance with program requirements;
 - (vi) Preparing reports and other documents related to the program for submission to the Secretary;
 - (vii) Maintaining substantiated complaint files in accordance with Sec. 98.32 requirements;
 - (viii) Coordinating the provision of Child Care and Development Funds services with other Federal, State, and local child care, early childhood development programs, and before- and after-school care programs;
 - (ix) Coordinating the resolution of audit and monitoring findings;
 - (x) Evaluating program results; and
 - (xi) Managing or supervising persons with responsibilities describe in paragraphs (a)(1)(i) through (x) of this section;
 - (2) Travel costs incurred for official business in carrying out the program;
 - (3) Administrative services, including such services as accounting services, performed by grantees or subgrantees or under agreement with third parties;
 - (4) Audit services as required at Sec. 98.65;
 - (5) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, utilities, and office supplies; and
 - (6) Indirect costs as determined by an indirect cost agreement or cost allocation plan pursuant to Sec. 98.57.(b).

- b. The following activities do not count towards the five percent limitation on the administrative expenditures in paragraph (a) of this section;
 - (1) Establishment and maintenance of computerized child care information systems;
 - (2) Establishing and operating a certificate program;
 - (3) Eligibility determination and re-determination;
 - (4) Preparation/participation judicial hearings;
 - (5) Child care placement;
 - (6) Recruitment, licensing, inspection of child care providers;
 - (7) Training for Lead Agency or sub recipient staff on billing and claim processes associated with the subsidy program;
 - (8) Reviews and supervision of child care placements;
 - (9) Activities associated with payment rate setting;

- (10) Resource and referral services; and
- (11) Training for child care staff.

If a Lead Agency enters into agreements with sub-recipients for operation of the CCDF program, the amount of the contract or grant attributable to administrative activities as described in this section shall be counted towards the limit.

Sustainability Plan

Grantees shall have a plan to ensure long term financial sustainability of the project and services in case the KEHS Child Care Partnership funds are no longer available.

10.1 AVAILABILITY OF ANTICIPATED FEDERAL FUNDS

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

10.2 COST PRINCIPLES

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

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

10.3 ALLOWABLE COSTS

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

10.4 INELIGIBLE ITEMS

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

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

10.5 *PROPORTIONATE FUNDING*

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

10.6 *DUPLICATION OF FUNDS*

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

10.7 *SUPPLANTATION OF GRANT FUNDS*

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

10.8 *START-UP COSTS*

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

10.9 *PROGRAM INCOME*

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

Program income does not include the receipt of principal on loans, rebates, credits, documents, etc., or interest earned on any of them.

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

10.10 *UNEARNED GRANT FUNDS*

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

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

10.11 *SUB-AWARDS*

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

11.0 PAYMENTS

Unless otherwise provided, DCF shall pay amounts due and payable within thirty (30) days after receipt of a valid Budget Transaction Report, Budget Itemization Report and Status Report. In accordance with the Kansas Prompt Payment Act (K.S.A 75-6403), payments will be made within thirty (30) days from the date the Report was received by DCF. Please note the “payment date” is considered to be the date on the check, not the date it is received by the agency. Any payments not processed within thirty (30) days are subject to an interest penalty. Requests for interest to be paid on an invoice must be sent to the Executive Officer of the Agency. Interest will be paid at a rate of 1.5 percent per month of the unpaid balance due. Total compensation shall not exceed **\$567,162.00**.

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 **July 1, 2021** and shall continue in effect until **June 30, 2022** 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 <https://oah.ks.gov/Files/REQUEST09-14.pdf>. For additional procedures for DCF, see K.A.R. 30-7-64 *et. seq.*, K.S.A. 77-501 *et. seq.*, and K.S.A. 75-37,121. Administrative Disqualification hearings are subject to different procedures pursuant to 7 C.F.R. § 273 and K.A.R. 30-7-100 *et. seq.*

21.0 HOLD HARMLESS

The Grantee shall indemnify DCF against any and all claims for injury or death of any persons, for loss or damage to any property, and for infringement of any copyright or patent occurring in connection with

or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Grant.

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

22.0 CONFLICT OF INTEREST

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

23.0 NONDISCRIMINATION AND WORKPLACE SAFETY

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

23.1 CIVIL RIGHTS AND NONDISCRIMINATION

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

23.2 EQUAL EMPLOYMENT OPPORTUNITY PLAN

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

23.3 LIMITED ENGLISH PROFICIENCY

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

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: Brenda Brown 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 **45 days** of the termination of this Grant, it will return or destroy, at DCF's direction, any and all PHI it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Grant shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.314(a)(2)(i)(D), 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Grantee acknowledges DCF is authorized to terminate this Grant if DCF determines Grantee has violated a material term of this section of the Grant. If termination of the Grant is not feasible due to an unreasonable burden on DCF, Grantee's violation will be reported to the Secretary of Health and Human Services, along with steps DCF took to cure or end the violation or breach and the basis for not terminating the grant.

26.0 CRIMINAL PROVISION

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

27.0 TAX CLEARANCE

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

28.0 DEBARMENT

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

29.0 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, sub-grants, loans, awards, cooperative agreements, and other forms of financial assistance as well as contracts, sub-contracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$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 D](#)) and submit it with their signed NOGA.

30.0 OWNERSHIP

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

31.0 PUBLICITY RELEASES

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

32.0 WEB DEVELOPMENT

Web-based services must adhere to the same accessibility standards as determined by the State of Kansas. Any website, webpages, or web-based applications developed by a Grantee for DCF shall be in compliance with Kansas Information Technology Executive Council policies, refer to: <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 are available through the Kansas Partnership for Accessible Technology (KPAT) website at <https://ebit.ks.gov/kpat/policy>. Finally, web content must be in compliance with DCF web standards (DCF-ITS Stands 3401.04) available upon request.

33.0 LOBBYING

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

34.0 CARE OF STATE PROPERTY

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

35.0 EQUIPMENT

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

36.0 RECORDS

36.1 ACCOUNTING SYSTEM

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

36.2 MAINTENANCE OF COST RECORDS

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

36.3 RETENTION OF RECORDS AND REPORTS

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

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

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

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

The Grantee's responsibilities regarding obtaining an independent audit of any grant awarded by DCF are found in DCF's Audit/Monitoring Policy and Requirements, which can be found on DCF's website at <http://www.dcf.ks.gov/Agency/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.

39.2 OPTIONAL LANGUAGE

The Grantee understands and agrees to comply with any additional requirements that may be imposed during the Grant performance period if DCF determines the Grantee agency is a high-risk Grantee.

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	\$346,843.00	61.15%	\$
Fringe Benefits	\$77,105.00	13.59%	\$
Travel	\$478.00	0.08%	\$
Equipment	\$0.00	0.00%	\$
Supplies	\$37,478.00	6.61%	\$
Contractual	\$35,039.00	6.18%	\$
Building	\$16,263.00	2.87%	\$
Training	\$4,000.00	0.71%	\$
Other (<i>must specify</i>)	\$7.25.00	0.13%	\$
Other (<i>must specify</i>)	\$0.00	0.00%	\$
Other (<i>must specify</i>)	\$0.00	0.00%	\$
Indirect Costs*	\$49,231.00	8.68%	\$

TOTAL GRANT BUDGET = \$ 567,162.00

Total Grant Budget: \$ 567,162.00

Match: \$ 0.00

TOTAL PROJECT BUDGET = \$ 567,162.00

SOURCE OF GRANT FUNDING = CCDF

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