

Notification of Grant Award (NOGA)

Under Federal Grant Award (CFDA) Number #93.658

DCF Award Number PPS-2024-FFMH-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

**Community Solutions, Incorporated
175 Addison Road, Suite 3
Windsor, CT 06095-2179**

FOR

Families First Prevention Grants – Multisystemic Therapy (MST)

FROM

07/01/2023 to 06/30/2024

\$ 6,409,472.00

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 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 Community Solutions, Incorporated 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 Admin.
Prevention and Protection Services
555 S. Kansas Ave.
Topeka, KS 66603-3444
Phone: (785)506-7178
Email: jennifer.goodman@ks.gov

(2) To Grantee:

Community Solutions, Incorporated
Attention: Fernando Muniz, CEO
175 Addison Rd., Ste. 3
Windsor, CT 06095-2179

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

4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include: Statewide: West (Region 1), East (Region 2), Kansas City (Region 3), and Wichita (Region 4). The target population served by this grant includes any youth, male or female, between the ages of 12-17 that are at risk of out-of-home placement and the youth's family. Youth generally have exhibited significant behavioral and emotional problems and may have a history of arrests.

5.0 INSPECTION AND ACCEPTANCE

- a. Inspection and acceptance of all submittals shall be accomplished by the DCF Grant Administrator 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*

Kansas' foster care rate has been steadily declining since the implementation of several Family First Prevention programs in 2019. On May 31, 2022, there were 6,396 children in out-of-home placements, a substantial drop from the 7,614 children in out-of-home placements just three years prior. Community Solutions, Inc. (CSI) is proud to be part of the solution to keeping children in their home and building stronger Kansas families. CSI implemented Multisystemic Therapy (MST) in 18 Kansas counties in 2019 and has since expanded our coverage area three times with our most recent expansion including a total of 75 counties served as of July 1, 2022.

MST is an intensive, home-based model for youth between the ages of 12-17 and their families with a treatment duration of 3-5 months (average of 4 months). The optimal target population for MST services is youth at risk of out-of-home placement, at risk of (or actively engaging in) delinquent activity, substance misuse, and/or mental health issues.

MST holds "well-supported" ratings from both the Title IVE Prevention Services Clearinghouse and the California Evidence-Based Clearinghouse for Child Welfare. Blueprints for Healthy Youth Development has given MST its top rating (Model Plus program), a distinction that only four of the 1400 youth programs reviewed have achieved. MST has been endorsed by the United Nations Office on Drugs and Crime, Centers for Medicare and Medicaid Services, the National Institutes of Health, and the Department of Justice. After over 30 years of research, more than 70 studies, and over 140 peer-reviewed journal articles, MST repeatedly has been shown to:

- ✓ Keep youth in their home, reducing out-of-home placements up to 50 percent;
- ✓ Keep youth in school and out of trouble, reducing re-arrest rates up to 70 percent;
- ✓ Improve family relations and functioning; and
- ✓ Decrease adolescent psychiatric symptoms and adolescent drug/alcohol use.

CSI's successful implementation and expansion of MST services in Kansas is a result of our strong partnership with the Department for Children and Families (DCF) and our commitment to providing excellent evidence-based services. In

FY2022, CSI provided MST services to 200 children and families, with 49 families currently receiving services and 151 discharges. CSI’s Kansas MST team achieved the following outcomes from 7/1/2021 – 6/27/2022:

- 90% of youth living at home;
- 93.85% in school or appropriate vocational program; and
- 95.38% with no new arrests.

While the implementation of Family First Prevention programs have had a tremendous, positive impact in the lives of children and families across the state, CSI understands widespread systemic changes take time and more can still be done to reduce the number of children being removed from their home. Of the 6,396 DCF youth in out-of-home placement at the end of May, 2,431 were between the ages of 12 and 17 (the age range applicable for MST). The regional breakdown of the 2,431 youth include: 667 in the East Region, 484 in the Kansas City Region, 564 in the Wichita Region, and 716 in the West Region. (Data Source – DCF Website).

Many of the areas in which MST has consistently demonstrated impact are cited in State Fiscal Year (SFY) 2022 as the primary reason for removal. These include lack of supervision, caretaker’s inability to cope, child’s behavioral problems, runaway, truancy, and substance/alcohol abuse of youth and/or parents. The data (broken down by region below) solidifies the continued need for MST services in Kansas.

DCF Region	Primary Reasons for Removal SFY2022 (through 5/31/22)
West (Region 1)	Lack of Supervision (189) 21% Caretaker’s Inability to Cope (81) 9% Child’s Behavior Problem (52) 6% Truancy (17) 2% Runaway (10) 1% Alcohol/Substance Abuse (Parent or Child)* (62) 7%
East (Region 2)	Lack of Supervision (105) 15% Caretaker’s Inability to Cope (87) 12% Child’s Behavior Problem (45) 6% Truancy (13) 2% Runaway (9) 1% Alcohol/Substance Abuse (Parent or Child)* (63) 9%
Kansas City (Region 3)	Lack of Supervision (40) 9% Caretaker’s Inability to Cope (72) 17% Child’s Behavior Problem (47) 11% Truancy (6) 1% Runaway (4) 1% Alcohol/Substance Abuse (Parent or Child)* (36) 9%

Wichita (Region 4)	Lack of Supervision (122) 16%
	Caretaker's Inability to Cope (70) 9%
	Child's Behavior Problem (17) 2%
	Truancy (3) 0%
	Runaway (12) 2%
Alcohol/Substance Abuse (Parent or Child)* (76) 10%	

*Includes Alcohol/Substance Abuse Parent or Child and Methamphetamine/Opioid - Parent

As noted above, for SFY22 between 39% and 48% of all removals cite the primary reason for removal as an area that MST has been shown effective in improving. To further illustrate the need for MST Statewide, a review of the primary reason for removal was done over a three-year period. It should be noted that the data in the below-listed table is collapsed somewhat and doesn't include runaways (as was in the regional data table above). As indicated below, while the number of children placed in out-of-home placement has decreased from FY20 to FY22 (through 5/31/2022), the primary reason for removal as an area that MST has been proven effective in addressing has shown a small increase from 37% to 42% statewide.

Primary Reason for Removal Percentages of Total Removals - STATEWIDE														
Fiscal Year	Caretakers Inability to Cope		Child's Behavior Problem		Lack Of Supervision		*Parents Substance Abuse		Truancy		Total OOH Placement Reason = MST Impact Area		Total Placed in OOH Placement	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%
FY20	296	9%	144	4%	538	15%	272	8%	26	1%	1276	37%	3,477	100%
FY21	277	9%	142	5%	609	20%	208	7%	23	1%	1259	41%	3,081	100%
FY22	310	11%	161	6%	456	16%	232	8%	39	1%	1198	42%	2,841	100%

MST will support the objectives of DCF that families are engaged timely in program services and that children are safely maintained at home, with family. The above-listed table outlines those cases that would clearly be eligible for MST services (so long as the age range is appropriate). It should not be considered as a finite list of possible referral criteria. MST can be of great benefit to avoid out-of-home placements in other cases.

In order to continue aiding in the reduction of the number of DCF youth in out-of-home placement, CSI proposes to expand our services to provide MST statewide. Expanding MST services to the entire state will reach youth and families in need who are likely not afforded the intensive services MST provides, especially in rural areas where a lack of resources is common. CSI will continue to work with DCF on all referrals so long as they meet the model criteria.

9.2 SERVICES TO BE PROVIDED

CSI is expanding the current MST catchment area from 75 counties to a statewide program covering all 105 counties. MST is an intensive, home-based intervention for youth and families. MST offers an evidence-based approach, which is parent-focused and deals with the systemic drivers that may never have been addressed through other youth-focused services. MST addresses the multidimensional nature of behavior problems in troubled youth. Treatment focuses on factors in each individual youth's social network that are contributing to their behavior. The primary goals of MST programs are compatible with DCF goals to safely maintain youth at home with family and to timely engage families in services. The MST goals include decreasing rates of antisocial behavior and other clinical problems, improving functioning (e.g., family relations, school performance), and achieving these outcomes at a cost savings by reducing the use of out-to-home placements. MST regularly measures the rate at which these objectives are met (e.g., number of youth at home, youth in school or work, decreased substance abuse, fewer arrests). The ultimate goal of MST is to empower families to build a healthier environment through the mobilization of existing child, family, & community resources. MST treatment reaches across all of the youth's life domains and goals are highly individualized around each case. The MST Treatment Principles include:

1. The primary purpose of assessment is to understand the fit between the identified problems and their broader systemic context.
2. Therapeutic contacts focus on the positive, using systemic strengths as change levers.
3. Interventions are designed to promote responsible behavior and decrease irresponsible behavior among family members.
4. Interventions are present-focused and action-oriented, targeting specific and well- defined problems.
5. Interventions target sequences of behavior within and between multiple systems that maintain the identified problems.
6. Interventions are developmentally appropriate & fit the developmental needs of youth.
7. Interventions are designed to require daily or weekly efforts by family members.
8. Intervention effectiveness is evaluated continuously from multiple perspectives with the provider assuming accountability for overcoming barriers to successful outcomes.
9. Interventions should be designed to promote treatment generalization and long-term maintenance of therapeutic change by empowering caregivers to address family members' needs across multiple systemic contexts.

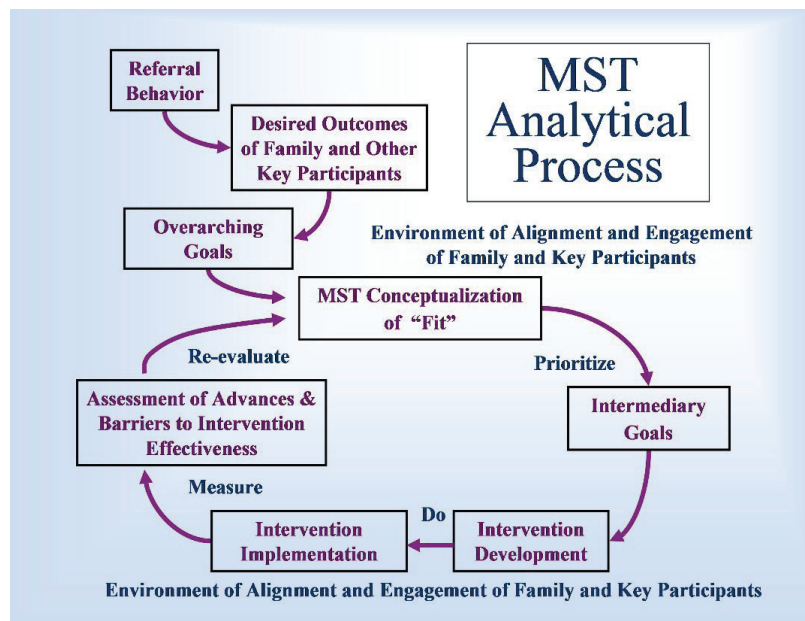
The above nine principles guide treatment and the development of intervention goals to address referral behaviors. The MST program components include the following:

Criteria for Admission - The criteria for admission of MST services includes any youth, male or female, between the ages of 12-17 that are at risk of out-of-home placement and the youth's family. Youth generally have exhibited significant behavioral and emotional problems and may have a history of arrests.

Referral and Intake Process - CSI staff employ a “whatever it takes” approach and will be relentless in their effort to make contact with referred youth and families. Once CSI receives a referral, the Clinical Supervisor will immediately call to set up intake and an initial meeting so that therapists have an opportunity to immediately engage and build a rapport with the family.

CSI strives to have all families contacted within 24 to 72 hours to ensure needs are addressed. Any issues contacting the families and/or completing their intake within the allotted time frame of 24 to 72 hours will be communicated to the referring unit immediately. If the referral is not appropriate for MST, CSI will collaborate with DCF to compile a variety of options for the family. This avoids another inappropriate referral ensuring the family’s needs are met quickly. CSI completes assessments within the first 72 hours. During the intake process, therapists identify the multiple determinants of the referral behavior for each case, and also identify and document the strengths and needs of the child, family, and the extra-familial systems (i.e., family, peers, school, neighborhood, indigenous support network). Once the strengths and needs have been assessed, in collaboration with family members, the therapist will identify and document problems throughout the family and extra-familial settings that explicitly need to be targeted for change. The assessment and treatment process is ongoing.

Therapists follow an analytical process MST calls the “Do Loop” (see below) which is used to conceptualize cases and design and implement interventions. The “Do-Loop” process ensures the likelihood of case progression and targeted intervention. Clinical Supervisors and System Supervisors/Experts (SS/EXs) continuously look at drivers for the most urgent clinical concerns. The process is strength-focused and recommendations are clearly communicated and include regular Continuous Quality Improvement and follow-up to ensure barriers are reduced or eliminated and pro-social supports are increased. Therapists are able to thrive in this environment knowing that the Clinical Supervisor and SS/EX will assist and contribute on each case throughout the course of treatment.



CSI's Therapists are required to write a service plan for each family, incorporating the desired outcomes of the key participants involved in the family's treatment. The treatment plan will identify family/client strengths, help the client/family define specific goals, provide instruction in ways to prevent the recurrence of referral behaviors and family conflict, and set up resources and skills to maintain ongoing progress. All service plans for each case will be reviewed and approved by the Clinical Supervisor and will be made available to the referral source for review when requested. CSI understands the requirement to complete or continue a Plan of Safe Care for families served who have an infant in accordance with Policy and Procedure Manual, Section 2050. This requirement may pose a conflict with the requirement for model fidelity. If requested by DCF, CSI will work with MST Services to propose an alternative method to meet this requirement, while maintaining fidelity to MST.

Length of Service - MST has a relatively short treatment duration of 3 to 5 months (average of 4 months). Therapists meet with their assigned cases as clinically indicated. During the initial engagement period, sessions are determined based on clinical need, typically consisting of a minimum of two contacts a week, often more. Once a family demonstrates the ability to meet their treatment goals, the number of weekly sessions is reduced. During the final month of treatment sessions gradually taper their time to as infrequently as only once a week or once every other week. When necessary, staff will increase intensity of treatment which often includes more visits, additional interventions and skill building and maintenance.

Direct Service Treatment - MST is a home-based therapy program where treatment teams provide services in the youth and family's natural ecology and therapists are available 24 hours, 7 days a week. This design helps overcome barriers to service, increases family retention in treatment, ensures the delivery of intensive services by allowing therapists to have small caseloads (4-6 families), and enhances the maintenance of successful behavior changes. Each of our team members will have their own vehicle for transportation. Personal vehicles are used to deliver services to families and ensure staff are readily available to respond to a family's needs. Referrals will be accepted at any time. In our existing teams, CSI staff are entrenched in the community and our team has built long standing relationships with local schools, support service providers and economic resources. Due to our relationships, families not only are successful in treatment but are also able to maintain their success post-treatment as well. CSI will work to maintain these successful practices and replicate them in the proposed new counties added for a statewide program.

CSI ensures each family receives approximately 60 hours of direct contact within an average four-month period. In addition to weekly schedules, daily check-ins, encounter forms, and monitoring data in CSI's case management system, weekly clinical supervision is used to monitor all clinical case activity. Each therapist completes a weekly case summary which includes the number of face-to-face sessions with the family, number of phone calls, and number of sessions with collaterals. All therapists record session progress notes in CSI's case management system, noting the time the session began and ended. Therapists then bring the weekly summaries to the weekly supervision meeting for supervisory review and

approval. This allows the Clinical Supervisor to be assured staff are working the number of hours consistent with each case's clinical plan, with fidelity to MST, and enables the supervisor to track the number of hours where contact has taken place.

Families enrolled in MST are required to sign an encounter form for each session. The encounter forms include the name and signatures of all participants participating in each session. It also includes the time the therapist entered and left the session. Forms are used to verify both the service provided and the participants at the session. The Clinical Supervisor verifies the form by having each therapist text their direct supervisor when they enter and exit a home session.

Information from the encounter form is uploaded to CSI's case management system, allowing CSI administrators to run time reports and cross reference with uploaded forms to see the exact number of minutes and hours a therapist provided service through each week of treatment.

CSI MST therapists are available to do a return visit to the family one-month past termination if problems should arise with the goal to quickly get the family back on track. This procedure has prevented cases from being re-referred to court or other mandated services.

CSI will administer follow-up evaluations at three-, six- and twelve-month intervals after discharge. It is preferred that these follow-up visits be made by a MST therapist and/or Supervisor in person and when not possible, a telephone contact shall be made and documented.

Outcome Measures, Data, and Quality Assurance - With a commitment to evidence-based programming and fidelity to the program/treatment model, CSI uses outcome measures to focus on areas where we can improve or replicate success and we work with our funder to identify measures most beneficial. We have responded to these outcomes in varying ways, including providing additional (booster) training to staff, reviewing data in staff meetings, conducting staff supervision, developing corrective action plans, and increasing the use of outside pro-social resources.

CSI MST teams use an electronic case record management system where therapists record the progress of each case. Client files are the permanent record of services provided and detail a client's progress in the program. Each therapist uploads weekly summaries into CSI's case management system within 72 hours of service. The Clinical Supervisor has the ability to log into the system and review the summaries adding their feedback and ultimately approving or requesting addendum to the case note. The clinical supervisor downloads all the summaries from the case management system and scans them to the SS/EX for further review and feedback.

In addition to our internal quality assurance (QA) practices, CSI MST programs comply with all layers of the MST QA system. As part of MST Quality Assurance Program implementation, information is gathered from caregivers, therapists, and Clinical Supervisors.

Family Feedback - The families receiving MST will be asked to answer a few questions about treatment periodically. In addition, Therapists will be asked to rate

their clinical supervisors bimonthly. Finally, Clinical Supervisors report on organizational practices. MST Consultants or System Supervisors will use this information to provide feedback to the MST program about how to improve adherence and program outcomes.

In all recently developed MST programs and in most of the mature programs, ratings of therapist adherence are obtained from caregivers two weeks after the start of treatment and monthly thereafter. The Therapist Adherence Measure Revised (TAM-R) is completed via phone interview or by completion of a written TAM-R.

The TAM-R is a validated 28-item tool used to evaluate a therapist's adherence to the MST model as reported by the primary caregiver of the family. The adherence measure was originally developed as part of a clinical trial on the effectiveness of MST and has proved to have significant value in measuring an MST therapist's adherence to MST and in predicting positive outcomes for families who received MST treatment. According to MST Services, CSI is one of the top two providers in collection of TAM-R surveys. This high collection rate is due to CSI's detailed and structured internal protocols on collecting TAMS.

Therapists provide ratings of their clinical supervisors by completing the Supervisor Adherence Measure (SAM) at two-month intervals, beginning one month after their first MST supervision session. The SAM is a 43-item measure that evaluates the MST Supervisor's adherence to the MST model of supervision as reported by MST therapists.

Similar to the TAM-R, data from the SAMS are entered into a database via an internet-based system. The structure for CSI's collection and QA process for monthly SAMS surveys includes:

1. The System Supervisor sets the dates for the collection of SAMS.
2. The MST Clinical Supervisor instructs therapists after supervision and consultation to complete SAMS before leaving the office.
3. System Supervisor pulls the SAM report monthly and reviews with each supervisor during their development plan meeting.

Measuring and Tracking of Goals and Objectives - As described previously, the goals and objectives of cases are tracked and measured through consistent updating of each client's case file through CSI's case management system. The measuring takes place by the MST Clinical Supervisor by logging in weekly to review their respective team's updates on each client's case. If there are issues or goals not being met, the Clinical Supervisor will work with the therapist to identify targets for change to help improve the family's progress.

Model Fidelity – In order for CSI to maximize the positive impact our programs will have on youth and families, to reach program and model outcomes, it is critical that adherence to the MST model is rigorously maintained. Performance assessments of CSI staff are primarily based on employees understanding of model principles, ability to comply with the model, achievement of outcome measures, and compliance with agency policies.

CSI has exceeded this requirement by instituting additional supervision schedules. CSI supervisors complete staff supervision plans on a monthly basis. These staff plans acknowledge strengths of the clinicians during the month, along with any areas of improvements. Monthly staff plans provide data for the quarterly development plans. The development plan reviews the clinician's outcome measures for the quarter based upon model criteria. The development plan lists the strengths and the areas of improvements. Interventions are put in place for any outcome measures that are not meeting model requirements. Data from the staff plans and quarterly development plans are an integral part of the annual evaluation. Strengths and weaknesses from the staff and development plan becomes a part of the annual evaluation.

CSI's KS Program Directors will meet monthly with Clinical Supervisors to document their strengths and areas of needs. The data will be documented on the CSI staff supervision form in the same manner as for therapists. CSI System Supervision Experts (SS/EX), in coordination and consultation with the PD, develop the MST Clinical Supervisor development plan on a quarterly basis with each Clinical Supervisor. The Clinical Supervisor development plan covers clinician and team outcome measures, including SAMS. Data from staff supervisions and development plans are incorporated in the annual evaluation for Clinical Supervisors.

CSI also uses the Consultation Adherence Measures (CAMS) when evaluating the agency's fidelity to MST treatment. CAMS are evaluated by the MST Network Partner Manager ("The Coach") who works on the SS/EX Development Plan. The Program Directors and State Director will work closely with the Clinical Supervisor and SS/EX should staff present any adherence or performance concerns. Any issues identified will be addressed through additional training, coaching, modeling, supervision, and/or disciplinary action when necessary so there are no surprises when the formal CAMS evaluation is administered. All evaluations are performance based and tie directly to the job description as well as model adherence and outcomes.

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. Complete or Continue a Plan of Safe Care for families served who have an infant. Reference Policy and Procedure manual Section 2050
http://www.dcf.ks.gov/services/PPS/Documents/PPM_Forms/Policy_and_Procedure_Manual.pdf
8. Ensure all direct service staff are trained in safe sleep principles. For any family with a child under the age of one, assess the infant's sleep environment using guidance from Safe Sleep Kansas (<http://www.safesleepkansas.org/>). Provide information and resources to help support a safe sleep environment for the infant, as needed.
9. Outreach to local or regional PPS teams to promote program, maintain orientation to referral process and send brief weekly census reports to update staff of service utilization and openings
10. Make available, develop or accept DCF process or procedure of releases so that all client records and information may be shared with DCF if needed.
11. Deliver service or program to children, youth, family and a family's safety network in accordance with program standards for frequency and intensity of individual contact and family, group or peer activities.
12. Track in Excel or within data systems child level service milestone data elements for every child in the family designated a candidate for foster care (at risk of removal). Data elements to track include but are not limited to; referral source of PPS prevention grant, name of program or service intervention, DCF case head, DCF case number, DCF Client ID, age of child at referral, date of referral, date of contacts, dates of service start and end, and closure reasons.
13. Work with external evaluator by providing data or possibly implementing other quality assurance, success factor or evaluation tools such as pre and post surveys to families served, staff surveys, interviews/focus groups, case file reviews or other tools. Provide access to existing quality assurance tools or case files for respective evidence-based programs for children served in the PPS grant referred program or service. Evaluation requirements may change based on lessons learned and/or federal requirements.
14. Participate in stakeholder, statewide or regional meetings regarding Family First implementation convened by the external evaluator or DCF.
15. Participate in general program improvement or innovation discussions to understand impact of programs on outcomes in the community and population served.
16. Complete all reporting requirements including but not limited to monthly family level progress reports for active families and quarterly management reports with numbers served, information on program innovations,

successes and continuous improvement. At the time of 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.

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			

Numerator: The # of children whose services ended due to entry into foster care
divided by
Denominator: The # children receiving services

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]

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

Measure 2: Families successfully complete the referred service.

Families successfully complete program	Population	Standard	Source
Families do not end services prior to successfully completing program	Families referred to service or program	95%	FACTS
Operational Definition			
<p>Numerator: The # of referrals to program or services with successful closure</p> <p style="text-align: center;">divided by</p> <p>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>			

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.

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 Admin.**

Prevention and Protection Services
555 S. Kansas Ave.
Topeka, KS 66603-3444
Phone: (785)506-7178
Email: jennifer.goodman@ks.gov

9.5 STATE RESOURCES TO BE PROVIDED

No State resources will be provided under this agreement.

10.0 FUNDING

The funding amount for this Grant is **\$6,409,472.00**. 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. A strategy to cultivate alternate funding and community collaboration is necessary. CSI will work collaboratively with DCF on alternative funding options to continue the program after the contract period if feasible. While CSI, as a long-standing 501c3 organization, has a history of fundraising and cultivating donors, we would not be able to commit to funding the program after the contract period should existing funding be discontinued.

MST has crafted a document outlining information on the use of Medicaid funding to offset the cost of MST services, viewable via the following link:
<http://www.mstservices.com/medicaid>.

If MST is ultimately a billable model, CSI has experience in Medicaid billing and would work to complete that function. There are some costs (e.g., travel, meetings not kept, etc.) that are not allowable with Medicaid. In a number of states, we establish a blended funding system where Medicaid is billed and the funding source would cover the remaining costs. This is the arrangement that allows for the best scenario to ensure there is continuity of services for our families and allows CSI to cover actual expenses incurred. In the aforementioned MST Medicaid document, MST outlines the strengths and weaknesses in the use of Medicaid funding for MST programs.

The review culminates in the following conclusion:

"While Medicaid funding can be a meaningful part of an MST funding strategy, it is seldom a sufficient source of funding on its own. MST program administrators, operating programs under the Rehabilitative Services Option, consistently report that Medicaid reimbursements can reliably cover about 40% to 60% of a model-

adherent MST team’s operating budget. States operating under waivers that grant the flexibility to structure funding for MST...are often more successful in using Medicaid to fund a greater proportion, even all, of an MST program’s budget. Absent such a waiver, we recommend that MST programs create a multi-faceted funding stream that “braids” multiple sources of funding at a budgetary level and incorporates the available Medicaid reimbursements with these other sources of funding in such a way that model adherence & client outcomes are always the primary focus...”

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 **\$6,409,472.00**.

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: Fernando J. Muniz, 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	\$3,424,000.00	53.42%	
Fringe Benefits	\$958,652.00	14.96%	
Travel	\$448,996.00	7.01%	
Equipment	\$0.00	0.00%	
Supplies	\$103,450.00	1.61%	
Contractual	\$248,521.00	3.88%	
Building	\$347,962.00	5.43%	
Training	\$27,800.00	0.43%	
Client Services	\$33,750.00	0.53%	
Employment Expenses	\$14,262.00	0.22%	
MST Consultation	\$219,400.00	3.42%	
Indirect Costs*	\$582,679.00	9.09%	
TOTAL GRANT BUDGET =	\$6,409,472.00		
Total Grant Budget:	\$6,409,472.00		
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 =	\$6,409,472.00		
SOURCE OF GRANT FUNDING =	50% State General funds		
	50% IV-E Prevention		
<i>*Indirect Costs should not exceed 10% of the total Grant Budget.</i>			

