

Notification of Grant Award (NOGA)

Under Federal Grant Award (ALN) Number (93.472 and 93.558)

DCF Award Number PPS-2024-FFPSB-2

THIS AGREEMENT MADE THIS DAY

BETWEEN



Kansas Department for Children and Families

having a place of business at:

**DCF Administration Building
555 S Kansas Avenue
Topeka, Kansas 66603**

AND

**Kansas Children's Service League (KCSL)
1365 N Custer
Wichita, KS 67203**

FOR

Families First Prevention Grants- Healthy Families America

FROM

7/1/2023 to 6/30/2024

\$1,754,340.00

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

2.0 NOTICES AND CORRESPONDENCE

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

(1) To DCF:

Kansas Department for Children and Families
Attention: Jennifer Bretsnyder, Family First Grant Administrator
(DCF Program Manager)
Prevention and Protection Services
555 S Kansas Ave, Topeka, KS 66603
Phone: 785-506-7178
Email: Jennifer.goodman@ks.gov

(2) To Grantee:

Kansas Children's Service League
Attention: Kelly Hayes, Healthy Families Kansas Director
1365 N Custer
Wichita, KS 67203

- b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number (**PPS-2024-FFPSB-2**) 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 **7/1/2023 to 6/30/2024** with three (3) additional one (1) year renewals by written agreement of the parties. The Grantee will not receive payment for any expenditure made or incurred prior to 7/1/2023 or after 6/30/2024, the term of this Grant award.
- e.

4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include: **The Wichita region, Barton, Pawnee, Rush, Stafford, Reno, Rice, Harvey, Marion, McPherson, Chase, Lyon, Allen, Bourbon, Cherokee, Crawford, Coffey, Neosho, Wilson, and Woodson counties.** The target population served by this grant includes **youth ages 0-3 at risk for out of home placement.**

5.0 INSPECTION AND ACCEPTANCE

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

6.0 SPECIAL GRANT REQUIREMENTS

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

7.0 ORDER OF PRECEDENCE

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

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

8.0 GENERAL RELATIONSHIP

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

create any obligation, expressed or implied, on behalf of DCF and shall have no authority to represent DCF as an agent. The relationship of DCF to the grantee is not affected by the grantee's status as a for-profit or a not-for-profit entity. All terms and conditions within this award shall apply regardless of grantee's status.

9.0 SCOPE OF WORK AND DELIVERABLES

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

9.1 BACKGROUND AND SCOPE

Healthy Families America requires services be offered to families for a minimum of three years, regardless of age of child at enrollment. Family First funding is available to serve families for 12 months, unless DCF determines the child is still at risk and the family could qualify for additional time in the program. Therefore, TANF funding will be utilized for families entering year 2 and 3 of services, who are determined no longer eligible for family first services.

The Healthy Families America model was developed with the primary purpose of preventing child abuse and neglect. The target population for this award is families with children under the age of 24 months at enrollment. National statistics indicate the youngest children are the most vulnerable to child maltreatment, with more than one-quarter (28.6%) of victims being younger than 3 years old based on the Child Maltreatment 2020 report. The victimization rate is highest for children younger than 1 year old at 25.1 per 1,000 children in the population of the same age. This is more than double the rate of victims who are 1 year old (11.2 per 1,000 children). Victims who are 2 or 3 years old have victimization rates of 10.4 and 9.7 victims per 1,000 children of those respective ages in the population. (U.S. Department of Health & Human Services, Administration for Children and Families, Administration on Children, Youth and Families, Children's Bureau. (2022) Child Maltreatment 2020.)

Risk factors for child abuse and neglect include such things as families living in isolation, families with histories of adverse child experiences, and families living with other types of stressors such as unemployment, low income, and lack of knowledge of child development that leave them overburdened. Of the 105 counties in Kansas, 89 are defined as frontier, rural, or densely settled rural (Kansas Department of Health and Environment classifications as determined by the Institute for Policy and Research, The University of Kansas, data from the US. Census Bureau, 2020 census) and residents have limited access to resources when their family faces challenges. With the growing number of risk factors facing Kansas families, adverse childhood experiences (ACEs) have an impact within homes. Based on the Kansas Behavioral Risk Factor Surveillance System 2014-2015 data, 54.8% of Kansas adults had one or more adverse childhood experiences, and 20.9% had three or more, with the most common experiences reported including parental separation/divorce, emotional abuse, and substance abuse by a household member. These adverse childhood experiences have an impact on the lifetime health, education outcomes, and workforce productivity of adults. In a Washington state study of elementary children, those with 3 or more ACEs were three times more likely to have academic failure, 5 times more likely to experience attendance problems and 6 times more likely to have behavior concerns (Blodgett, 2012).

The 2021 Kids Count Report from the Annie E. Casey Foundation ranks Kansas as 18th in the nation for overall child well-being, down from 15th in 2019. Kansas has seen improvements in several areas including the number of children living in poverty, the number of children living in households that were food insecure at some point during the year, the number of children in families that receive public assistance, and more (see chart below). However, while these areas have shown improvement over the past three years, the data also shows an increased number of children ages 0 to 2 in Kansas are experiencing child maltreatment.

	2015	2016	2017	2018	2019
Kansas children living in poverty	122,000	99,000	104,000	103,000	101,000
Kansas children under age 5 living in poverty	46,000	35,000	39,000	36,000	36,000
Kansas children living households that were food insecure at some point during the year	144,000	119,000	135,000	116,000	112,000
Kansas children in families that receive public assistance	143,000	121,000	124,000	117,000	100,000
Kansas children living with a head of household with no HS diploma or GED	81,000	69,000	73,000	82,000	67,000
Kansas children aged 0 to 2 who are confirmed by CPS as victims of maltreatment (based on National Child Maltreatment Reports)	373	436	798	469	557

This award includes services to families living in 29 counties in central and southeastern Kansas, covering multiple DCF regions. The following charts show three-year trend data for reports received and out of home placements. The number of reports received has increased in the 29-county area targeted for services, while the out of home placements have mostly decreased. This can be seen as positive movement as more families are being identified as needing help, but lower number of children are being removed from the home, which would indicate that more support is being provided to keep children safe at home. This award will increase this kind of support to families to continue to keep children safe at home. Reports Received:

DCF Region & proposed counties to be served	FY20	FY21	FY22
Southeast Region (Allen, Bourbon, Cherokee, Crawford, Coffey, Neosho, Wilson, and Woodson Counties)	7,382	7,438	7,561
Southwest Region (Barton, Chase, Harvey, Lyon, McPherson, Marion, Pawnee, Reno,	5,333	5,615	5,934

Rice, Rush, and Stafford Counties)			
Wichita Region (Barber, Butler, Cowley, Elk, Greenwood, Harper, Kingman, Pratt, Sedgwick, and Sumner Counties)	17,420	18,391	19,167

Out of Home Placements

DCF Region & proposed counties to be served	Last Day of June 2020	Last Day of June 2021	Last Day of June 2022
Southeast Region (Allen, Bourbon, Cherokee, Crawford, Coffey, Neosho, Wilson, and Woodson Counties)	927	879	752
Southwest Region (Barton, Chase, Harvey, Lyon, McPherson, Marion, Pawnee, Reno, Rice, Rush, and Stafford Counties)	839	698	601
Wichita Region (Barber, Butler, Cowley, Elk, Greenwood, Harper, Kingman, Pratt, Sedgwick, and Sumner Counties)	1,670	1,704	1,696

The Healthy Families home visiting program addresses the specific risk factors each family faces and supports the family in their efforts to reduce those risk factors and increase their protective factors. Each family will develop a goal plan and identify resources to help them accomplish those goals. Families will be connected to resources and encouraged to further their education, gain employment, find stable housing, and provide positive parenting techniques.

KCSL has been providing the Healthy Families program in Kansas since 1996, celebrating the successes of many families each year. In 2020, only 3% of families served by the program for at least 12 months experienced the removal of children from their home due to abuse and neglect, with 97% of families remaining intact. This is among

families who entered the program at increased risk for abuse and neglect due to multiple stressors.

The Healthy Families America model, developed in 1992 by Prevent Child Abuse America, is based upon 12 Critical Elements derived from more than 30 years of research to ensure programs are effective in working with families. These Critical Elements are operationalized through a series of best practice standards that provide a solid structure for quality yet offer programs the flexibility to design services specifically to meet the unique needs of families and communities. Model fidelity is illustrated through a comprehensive accreditation process. Currently, there are nearly 600 HFA program sites in the United States and Internationally. Healthy Families America has been rated “well-supported” by the Title IV-E Prevention Services Clearinghouse. The California Evidence-Based Clearinghouse for Child Welfare rates HFA as a “1” for having well-supported evidence as a home visiting program for child well-being.

9.2 SERVICES TO BE PROVIDED

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

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

1. A child(ren) or youth who PPS determines is at imminent risk of foster care and out-of-home placement but can be safe at home with prevention services.
2. A child(ren) or youth who exited foster care to adoption or permanent custodianship or guardianship, or who was reunified with parents is at risk of entering foster care and out-of-home placement.
3. A child(ren) or youth temporarily or permanently residing with a relative or kin caregiver.
4. A child(ren) or youth living with parents but needs to be with a relative caregiver with prevention services.
5. A pregnant and/or parenting youth in foster care and out-of-home placement.
6. A child or youth remaining in the home whose siblings are in foster care.

The grantee shall:

1. Have a program manager or lead contact designated for each catchment area/ jurisdiction possibly awarded through this grant who will serve as the liaison to DCF on all program and grant related matters.
2. Ensure all direct service or program staff have training and meet qualifications required consistent with the evidence-based program.

3. Clear identification of the practice approach and target population with geography impacted. For evidenced-based models, describe how the model will implement with fidelity of its rating, including the manual/book citations to be utilized in implementation and service delivery. Identify the number of staff to meet the prescribed staffing ratio or needs to serve the desired population of impact with information on duration of service, location of service (office, home, other), number of classes or number of contacts or engagement session as applicable to the program.
4. Maintain an intake or similar process to accept all referrals or screen referrals for population definition and acknowledge program acceptance to PPS within one business day. Initiate contact with the family within two business days. Utilizing the PPS 4310, Referral/Case Status Form, acknowledge to the referring worker and/or family first case manager the family engaged in services within 5 business days from date of engagement and of case closure.
5. Clearly describe contact methods, reasonable efforts and timelines utilized to engage and meet in-person with family upon receipt of referral. Describe strategies utilized in engaging reluctant families, including timelines and format of communication of concerns with the referral source.
6. If applicable within service delivery, provide a description of case management components, requirements for meeting with the children monthly, case planning/treatment planning alongside families, and any court responsibilities.
7. 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.

17. Prior to a family reaching 12 months of services, schedule a consultation with the appropriate regional DCF practitioner to discuss families progress and risks.

- o If the DCF Practitioner determines the child(ren) remain candidates for care and family first services are needed, a new prevention plan will be completed, and the family's services will remain funded by Family First.
- o If it is determined the child(ren) are not candidates for care, the PPS 4310 Referral/Case Status form will be completed, closing the Family First case. Services shall be offered to the family for years 2 and 3. If the family desires additional services post 12 months, those services will be funded by TANF funds.

In 2019, The Kansas Children's Service League was awarded to start two new Healthy Families America programs utilizing Family First funding. The first program was in Wichita to serve 30 families in Sedgwick County and the second program was to serve 30 families in a three-county area in Southeast Kansas including Allen, Neosho, and Wilson counties. There were a few lessons learned that have influenced the project design to this new award. The first lesson was that we overestimated the number of referrals from the rural counties in Southeast Kansas and while we initially planned for 3 full time home visitors there, then reduced to 2 home visitors, we recently shifted to just one full time home visitor to take Family First referrals in those three counties. As we downsized staff in Southeast Kansas to match the pace of referrals, we were then able to shift funding to

Wichita for a 4th home visitor where referrals have been so frequent that we have occasionally had to put a hold on them because our capacity was full. Our second lesson was that our model worked most effectively when we were able to braid funding with sources that allowed for a broader range of referrals so that programs could take referrals from a variety of community partners and not be limited to only Family First referrals from DCF. When we did our first downsize in the Southeast Kansas program, moving from 3 home visitors to 2 home visitors, we were able to shift some TANF funding from a separate grant with DCF so that a TANF funded home visitor was located in those three counties and that program was able to take both Family First referrals as well as community-based referrals. Families were placed either a TANF funded caseload or a Family First funded caseload depending on the referral type. Having this ability to take both kinds of referrals helped to balance out workloads within offices and made it less confusing for DCF and other community partners to make referrals. Based on these lessons learned, KCSL has designed this award for the expansion of Healthy Families America (HFA) home visiting services using Family First funding from 4 counties to 29 counties, while braiding funding with our existing TANF grant so that we will also be able to take community-based referrals in 43 of those counties. To clarify for DCF staff, this is a separate TANF grant from the TANF grant under Family First that is used to serve families in years 2 and 3 after Family First funding ends. KCSL met with the DCF TANF grant managers in June 2022 to gain approval to shift TANF dollars around to make this plan possible. This award will provide HFA services to 120 families across 29 counties. The proposed number of Family First funded slots by service area is listed below:

Southwest Region:

Barton, Pawnee, Stafford, and Rush counties combined: 10 families

Reno and Rice counties combined: 5 families

Harvey, Marion, and McPherson counties combined: 10 families

Chase and Lyon counties combined: 8 families

Wichita Region:

Sedgwick County: 40 families

Barber, Harper, Kingman, and Pratt counties combined: 5 families

Cowley and Sumner counties combined: 10 families

Butler, Elk, and Greenwood counties: 10 families

Southeast Region:

Allen, Bourbon, Neosho, Wilson, and Woodson counties combined: 10 families

Cherokee, and Crawford counties combined: 10 families

Coffey county: 2 families

The programs will provide regular home visits (beginning weekly, then decreasing in frequency as families meet program goals and risk factors decrease) with a trained Family Support Specialist (FSS). Caseloads are based on a weighted caseload system, where each full time FSS will serve a caseload of 10 families on the most intensive level, receiving weekly visits. The frequency of home visits will slowly decrease, moving from weekly, to every other week, then monthly, then quarterly before the family graduates the program after three years of service. As Family Support Specialists have families who are on advanced levels and receive visits less frequently, their caseload expectation may increase up to maximum of 20 families, or 30 weighted caseload points, whichever is lower. Home visits will be tailored to the needs of the family and will include information on parenting and child development as well as support in meeting family goals. Families will also receive referrals and connections to other resources the family may benefit from. Family Support Specialists will work with the family to ensure that children are connected to medical homes, have medical insurance, are up to date on immunizations, well-child visits, and receive regular child development screenings (ASQ-3, ASQSE-2). The program will do ongoing assessments on parent child interaction (Cheers Check-In), as well as screening the parent(s) for depression (EPDS), substance abuse (UNCOPE), and domestic violence (WEB) and will make referrals for additional services when need is indicated. The Family Support Specialists will use Growing Great Kids (GGK) curriculum with each family. GGK is research-informed, strengths-based, and solution-focused and has shown success in engaging parents, cultivating secure attachments, and bolstering child development while building parenting, family strengthening, and other essential life skills with parents who themselves have experienced childhood adversity and other traumatic events. Family Support Specialists will be trained in both the birth to three version of the curriculum, and the preschool version of the curriculum, which will be used with families who remain active in the program beyond the child turning 3 years of age.

The target population is families with children birth to 24 months at the time of enrollment, who are at risk for removal from the home due to child abuse or neglect. Families may live in any of the 29 identified counties, which includes all of the counties in the Wichita region, Barton, Pawnee, Rush, Stafford, Reno, Rice, Harvey, Marion, McPherson, Chase, Lyon, Allen, Bourbon, Cherokee, Crawford, Coffey, Neosho, Wilson, and Woodson counties.

Outreach will be done with local DCF staff to encourage referrals and create a process to engage families in services. Once referrals are received the supervisor will assign the family to a Family Support Specialist who will do an in-depth assessment with the family (Family Resilience and Opportunities for Growth Scale - FROG) which will help guide the service plan for the family. The Healthy Families program is voluntary, and this will be explained to each family at enrollment, to ensure they understand it is their decision if they want to participate, and they may discontinue services at any time. Staff will also explain the program confidentiality policies, that KCSL will not share any information without their consent, unless the program receives a court order or if staff become concerned about the safety or well-being of the child and need to make a report of suspected child abuse and neglect. All families will be requested to sign a release of information for the program to share information with DCF. This is a practice in KCSL's current Healthy Families programs, and the programs have a very high rate of success in helping families feel comfortable in signing this release.

When families have a situation requiring the Family Support Specialist to make a report regarding suspected abuse or neglect, the FSS will communicate with the family and encourage them to be a part of the call, unless it is determined not to be in the best interest of the child to do so. If the child is removed and the goal is re-integration, the Healthy Families program may continue working with the family, if they family wants the service to continue. In these situations, the Healthy Families staff will coordinate with the child welfare case managers and will make every attempt to conduct home visits as a part of the supervised visitation the family has with the child. The Healthy Families staff cannot be responsible for oversight of the supervised visitation, though can participate as a guest in the process. The Healthy Families staff will also work with families and other case workers to ensure that a Plan of Safe Care is in place for families.

Healthy Families services have been offered to families of many different cultures, and when possible, we hire staff who are bilingual in English and Spanish to help meet the growing need of Spanish speaking families. When working with families whose primary language is something other than English or Spanish, staff will work with interpreters when funding is available to pay for this service. Because services are individualized and offered in the home, they are also easily accessible to families who might have unique disabilities which make it difficult to access other services.

One benefit to serving a large geographical area is the flexibility that can be used to serve families by multiple program locations. While each county is assigned to a specific program (for example, Marion County is assigned to the Newton program which serves Harvey, Marion, and McPherson counties), if the Family Support Specialists in that program are full, it might be possible that a worker from the Butler County program has room and could take a referral from Marion County. This also provides for more flexibility when there is staff turnover for families to continue to be served by a worker from a nearby program. It also allows for flexibility to shift caseloads to different locations if we find that referrals are very low in one area, but higher than anticipated in other area.

KCSL does not anticipate any barriers to a successful implementation. KCSL applied to and received approval from Healthy Families America to use the child welfare protocols which extends the eligibility requirements to include families with child up to 24 months of age at enrollment, as compared with the traditional model which limits the age of the child at enrollment to up to 3 months. Increasing the age of the child will open the opportunity to serve more families and fill the caseload expectation. A challenge (though not necessarily a barrier) in the first round of Family First grants was the inability to receive referrals from community partners. KCSL has addressed this by using TANF funding to make sure programs had the ability to receive community referrals as well as Family First referrals. The two funding sources will be separately tracked, and, in most cases, home visitors will be either 100% Family First funded or 100% TANF funded. There are a few exceptions in rural counties where workers may be split 50% Family First and 50% TANF. All Healthy Families staff keep time sheets and time distribution sheets to track how much time is spent in each grant.

Our central administration team completes reviews of participant files twice each year, manages the database for all the programs and assists with data entry, provides reports to the programs twice each year to show their compliance with specific HFA standards, completes an annual evaluation with outcomes, and does an annual site visit with each program to ensure fidelity to the model and provides technical assistance in any area they may be struggling in.

9.3 PERFORMANCE MEASURES

The grantee shall be responsible for providing direct services that support the implementation of evidence-based strategies that result in improvements in targeted State-or community-level factors, while also contributing to State and local process measures and outcomes as indicated below. Safety and Stability performance outcomes are identified. Consistent with recent legislation, there will be further general effort in SFY23 to jointly, with stakeholders, develop and plan for implementation of a set of performance-based agreements to provide an array of evidence-based prevention and early intervention services for families who are at risk for an out-of-home placement or have a child in out-of-home care and for children awaiting adoption.

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

Outcomes:

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

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

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

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

Children are Maintained at Home with no entry into foster care	Population	Standard	Source
Children are not removed into the foster care program within one year of service referral.	Children referred to service or program	90.0%	FACTS
Operational Definition			
<p>Numerator: The # of children referred to program or services who did not experience a removal into foster care within one year of service referral.</p> <p style="text-align: center;">divided by</p> <p>Denominator: The # children referred</p> <p>Example: July 2022 - # of children referred to Nurse Family Partnership = 50 July 2022 - # of children referred not removed into foster care within 365 days of referral date=47 For July 2022, the performance rate of children maintained in home is 94% [N=47/D=50]</p>			

Process Measures:

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

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

Measure 1: Families are engaged timely in program or services

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

Operational Definition
<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:</p> <p>July 2022 - # of families referred for Family Functional Therapy (excluding retractions) = 100</p> <p>July 2022 - # of families referred for Family Functional Therapy (excluding retractions), who engaged in meeting with the provider within two business days = 95</p> <p>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 style="text-align: center;">Denominator: The # of all closures</p> <p>Example:</p> <p>July 2022 - # of all closed referrals to Nurse Family Partnership (excluding retractions) = 50</p> <p>July 2022 - # of referrals with successful closure as defined by program or model = 47</p> <p>For July 2022, the performance rate of families successfully completing program is 94% [N=47/D=50]</p>			

Services funded by TANF for years 2-3 will not be measured by the Family First external evaluator. Therefore, the 4 outcome/measures above used for Family first funded services would not be applicable.

For TANF funded services, Kansas Children’s Service League has the following goals to achieve:

- 80% of parents will show improvements in parent child interactions based on the CHEERS Check-In Tool by June 30, 2024.
- 90% of target children will have an ASQ screening for referral to PART C services as indicated in the screening by June 30, 2024.
- 90% of children will have health insurance coverage by June 30, 2024.
- 90% of children will be up to date with their recommended immunizations by June 30, 2024 (measurements on this will not take place until child is at least 12 months of age).
- 90% of target children will not be placed in out of home placement due to abuse and neglect by June 30, 2024 (this will be determined through self-reporting by the parents and contact with other services the family may be involved in).

9.4 ***DELIVERABLES AND REPORTING REQUIREMENTS***

The work required by this Grant shall be completed in accordance with the respective dates specified in the Grant or as requested by DCF. The Grantee shall submit all required reports as listed below. All reports must be received on or before the required due dates established in the NOGA. **Failure to submit the required reporting, regardless of the level of progress or expenditures during the reporting period, shall lead to non-payment of the Budget Transaction Report requested funds, suspension of the grant and/or termination of the grant, at the discretion of DCF.** Acceptance of any late deliveries shall not be deemed a waiver of DCF's right to hold the Grantee liable for any actual loss or damage resulting therefrom, nor shall it act as a modification of the Grantee's obligation to make future deliveries in accordance with the award set forth in this Section. The completion date for this Grant is **6/30/2024**.

The Grantee must submit separate reports for TANF and Family First funding to DCF, using the following forms:

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

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

- Revision Request (Form OGC-1008)
 - Grantee must submit if they wish to request a revision to their Approved Grant Budget Authority.
- Equipment Pre-Approval Request (Form OGC-4004.1)
 - Grantee must submit if they wish to purchase an article of tangible personal property that has a useful life of more than one year and an acquisition cost (DCF-funded portion) of \$5,000 or more per unit.
 - Equipment purchased with grant funds must be returned to DCF upon completion of the grant.

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

Status Reports are due as follows:

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

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

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

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

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

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

Grantee Agencies shall request payment via the Budget Transaction Report. Requests for reimbursement must be limited to those expenditures made consistent with the provisions set forth in this NOGA. Budget Transaction Reports will not be processed without a Status Report for the reporting period on file, a Budget Itemization Report, and any other

required documentation established herein. Budget Transaction Reports and Budget Itemization Reports must be submitted every reporting period, even if no expenses were incurred and no activity took place. If no expenses were incurred, then \$0.00 should be submitted on the Budget Transaction Report and Budget Itemization Report. Incomplete or incorrect reports will be returned for correction without payment.

Preliminary reports will not be accepted. No more than one report per designated reporting period is allowed. Should adjustments be necessary they must be made on the reports for the following reporting period.

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

The grantee agency must complete the Administrative Portion of the Total Grant Expenses section on the second page of each Budget Transaction Report submitted. The grantee agency must also identify on the corresponding Budget Itemization Report which detailed items being requested for reimbursement are administrative expenses. The total on the second page of the Budget Transaction Report for administrative expenses must match the addition performed of the administrative items detailed on the Budget Itemization Report.]

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.

Reports and Requests must be sent to the following parties, as noted on each Grant Report or Request accordingly. For more information, or should you have any questions, please contact DCF using the contact information below:

**Kansas Department for Children and Families
Attention: Jennifer Bretsnyder, Family First Grant Administrator
(DCF Program Manager)
Prevention and Protection Services
555 S Kansas Ave, Topeka, KS 66603**

9.5 STATE RESOURCES TO BE PROVIDED

None.

10.0 FUNDING

The funding amount for this Grant is **\$1,754,340.00**. \$1,555,000 is funding through Family First SGF and Federal IV-E Prevention, \$199,340 is funded separately through TANF for years 2&3 the family is involved in services. 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.

In accordance with TANF Regulations 45 CFR 263.0, administration costs should not exceed 15% of the total expenditures for this grant. Administrative costs are defined as follows:

- (a) Except as noted in Sec. 263.2(d), the general TANF definitions at Sec. 260.30 through Sec. 260.33 of this chapter apply to this part.
- (b) The term "administrative costs" means costs necessary for the proper administration of the TANF program or separate State programs.
 - (1) It excludes direct costs of providing program services.
 - (i) For example, it excludes costs of providing diversion benefits and services, providing program information to clients, screening and assessments, development of employability plans, work activities, post-employment services, work supports, and case management. It also excludes costs for contracts devoted entirely to such activities.
 - (ii) It excludes the salaries and benefits costs for staff providing program services and the direct administrative costs associated with providing the services, such as the costs for supplies, equipment, travel, postage, utilities, rental of office space and maintenance of office space.
 - (2) It includes costs for general administration and coordination of these programs, including contract costs and all indirect (overhead) costs. Examples of administrative costs include:
 - (i) Salaries and benefits of staff performing administrative and coordination functions;
 - (ii) Activities related to eligibility determinations;
 - (iii) Preparation of program plans, budgets, and schedules;
 - (iv) Monitoring of programs and projects;
 - (v) Fraud and abuse units;
 - (vi) Procurement activities;
 - (vii) Public relations;

- (viii) Services related to accounting, litigation, audits, management of property, payroll, and personnel;
- (ix) Costs for the goods and services required for administration of the program such as the costs for supplies, equipment, travel, postage, utilities, and rental of office space and maintenance of office space, provided that such costs are not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;
- (x) Travel costs incurred for official business and not excluded as a direct administrative cost for providing program services under paragraph (b)(1) of this section;
- (xi) Management information systems not related to the tracking and monitoring of TANF requirements (e.g., for a personnel and payroll system for State staff); and
- (xii) Preparing reports and other documents.]

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. Grantee intends to cultivate alternate funding and community collaboration by:

A continuous building of new funding sources, as KCSL has been sustained Healthy Families programs. Programs are supported through a variety of funding sources to help ensure continuity of services should one funding stream end. One unique challenge with the Family First funding is that funding is usually limited to 12 months. KCSL will also look for private funding that might support costs the program would have which might not be covered under the grant. Each year KCSL raises over \$100,000 in private dollars to support programs across the state. While private funding and TANF dollars could help support part of this project, it will not guarantee the project will continue should the Family First grant end.

10.1 AVAILABILITY OF ANTICIPATED FEDERAL FUNDS

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

10.2 COST PRINCIPLES

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

- a. The Code of Federal Regulations (CFR), including 45 CFR Parts 46, 77, 80, 84, 86, 91, 95, 96, 97, and 100; 46 CFR Part 381; 48 CFR Part 31.2. For more information on the CFRs, visit:

<https://www.ecfr.gov/cgi-bin/ECFR?SID=2d5f57c64e7afab744f98df61bf24177&page=simple> .

- b. The Office of Management and Budget Circulars have been replaced by the Super-Circular 2 CFR Part 200. For more information on the Super Circular, visit: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl .

10.3 ALLOWABLE COSTS

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

10.4 INELIGIBLE ITEMS

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

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

10.5 PROPORTIONATE FUNDING

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

10.6 DUPLICATION OF FUNDS

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

10.7 SUPPLANTATION OF GRANT FUNDS

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

10.8 *START-UP COSTS*

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

10.9 *PROGRAM INCOME*

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

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

10.10 *UNEARNED GRANT FUNDS*

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

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

10.11 *SUB-AWARDS*

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

11.0 PAYMENTS

Unless otherwise provided, DCF shall pay amounts due and payable within thirty (30) days after receipt of a valid Budget Transaction Report, Budget Itemization Report and Status Report. In accordance with the Kansas Prompt Payment Act (K.S.A 75-6403), payments will be made within thirty (30) days from the date the Report was received by DCF. Please note the “payment date” is considered to be the date on the check, not the date it is received by the agency. Any payments not processed within thirty (30) days are subject to an interest penalty. Requests for interest to be paid on an invoice must be sent to the Executive Officer of the Agency. Interest will be paid at a rate of 1.5 percent per month of the unpaid balance due. Total compensation shall not exceed **\$1,754,340.00**.

After payment of the final Budget Transaction Request no further amount shall be due or payable by DCF under this Grant.

12.0 GRANT CHANGES AND BUDGET MODIFICATIONS

12.1 *REVISION REQUESTS*

Grantee may submit a Revision Request (OGC-1008) during the grant year to their designated Program Manager if they would like to move funding from one-line item to another, within the existing grant year, without changing the Total Expense amount. If the requested funding change is less than 10 percent of the line item amount where the money is coming **FROM** no Revision is required.

Revision Requests will not be accepted during the last thirty (30) days of the grant term.

12.2 *AMENDMENTS*

Only DCF will determine if an Amendment is warranted to extend the Grant Year end date, increase/decrease the Total Expense amount, or change the scope of work within the grant year.

- a. DCF may at any time, by written order, make changes within the general scope of this Grant, or any order issued hereunder, in any one or more of the following:
 - i. Description of services to be performed.
 - ii. Time of performance (i.e., hours of the day, days of the week, etc.)
 - iii. Place of performance of the services.
 - iv. Place of delivery.
- b. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this Grant, DCF shall make an adjustment in the price, the delivery schedule, or both, and shall modify the Grant.
- c. Grantee must assert its right to an adjustment under this clause within thirty (30) working days of the written notification. However, if DCF decides the facts justify it, DCF may receive and act upon a proposal submitted before final payment of this Grant.
- d. Failure to agree on any adjustment shall be a dispute under the Disputes Provision. However, nothing in this provision shall excuse Grantee from proceeding with the Grant as changed.
- e. Except as provided in this provision, no order, statement, or conduct of the Grantee shall be treated as a change to the Grant under this provision or entitle the Grantee to an equitable adjustment.
- f. This grant shall be modified only by the written agreement of the parties with the approval of DCF. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.

12.3 MODIFICATIONS SUBJECT TO FUNDING CHANGES

The State of Kansas' current financial situation does not make it possible for DCF to make firm, unalterable financial commitments. In the event DCF determines there is a lack of funding and requires a modification of this grant, DCF reserves the right to renegotiate terms and conditions of the agreement with the Grantee. Grantee agrees to cooperate with DCF in negotiating this grant.

In the event DCF is subject to a formal reduction or allotment, DCF reserves the right to alter or adjust the payment amounts or terms of this grant to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to Grantee fifteen (15) days before such alterations or adjustments become effective. Should the Grantee believe there is a need to modify other terms or conditions of this grant, DCF will, in good faith, negotiate regarding the terms of the grant.

12.4 CHANGES IN KEY PERSONNEL OR BOARD MEMBERSHIP

Grantee must notify their DCF Program Manager if there are any changes in key personnel and/or changes to board membership. DCF has the right to audit Grantee if there has been a change in such personnel.

13.0 DATA

DCF warrants that technical data issued to Grantee for use in performing professional services under this Grant shall be current, accurate, complete and adequate for its intended purpose. Grantee shall notify their DCF Program Manager as soon as possible upon discovering any data deficiency. The DCF Program Manager shall take prompt and reasonable action to reconcile or remedy the data deficiency(ies).

Grantee may have access to private or confidential data maintained by DCF to the extent necessary to carry out its responsibilities under this Grant. Grantee must comply with all the requirements of the Kansas Open Records Act in providing services under this Grant. Grantee shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of the performance of this Grant shall be disseminated by either party except as authorized by statute, either during the period of the Grant or thereafter. Grantee must agree to return any or all data furnished by DCF promptly at the request of DCF in whatever form it is maintained by the Grantee. On the termination or expiration of this Grant, Grantee will not use any of such data or any material derived from the data for any purpose and, where so instructed by DCF, will destroy or render it unreadable.

14.0 GOVERNING LAW - CONSENT TO JURISDICTION

This Award, and any act, agreement, contract or transactions to which they shall apply, or which are contemplated hereby or hereunder, shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Kansas and, to the extent applicable, the United States of America.

Any dispute arising out of, or any suit or other proceedings pursuant to or arising out of these Specific Terms and Conditions, or any act, agreement, contract or transactions to which they shall apply or which are contemplated hereby or hereunder, shall be subject to the jurisdiction of a court of competent jurisdiction located in the county of Shawnee, State of Kansas, and the Grantee shall take any and all necessary or appropriate action to submit to the jurisdiction of such court.

15.0 COMPLIANCE WITH LAWS AND REGULATIONS

The Grantee agrees it will comply with all federal, State, and local laws and regulations in effect at any time during the course of this Grant. The Grantee shall certify to DCF it will provide a drug-free workplace and as a condition of the Grant, the Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Grant.

16.0 NO WAIVER OF CONDITIONS

Failure of DCF to insist on strict performance shall not constitute a waiver of any of the provisions of this Grant or waiver of any other default of the Grantee.

17.0 FORCE MAJEURE

Grantee shall not be liable if the failure to perform this Grant arises out of causes beyond the control of the Grantee. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by Grantee's employees, and freight embargoes.

18.0 TERMINATION

18.1 GRANT TERMINATION

The initial term of this Grant shall commence on **7/1/2023** and shall continue in effect until **6/30/2024** 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: *Gail Cozadd*, 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 *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	\$841,259.00	47.95%	\$0.00
Fringe Benefits	\$346,008.00	19.72%	\$0.00
Travel	\$76,326.00	4.35%	\$0.00
Equipment	\$0.00	0.00%	\$0.00
Supplies	\$60,455.00	3.45%	\$0.00
Contractual	\$15,000.00	0.86%	\$0.00
Building	\$121,230.00	6.91%	\$0.00
Training	\$60,542.00	3.45%	\$0.00
Other (HFA Expenses)	\$38,220.00	2.18%	\$0.00
Other (Staff Recruitment)	\$4,200.00	0.24%	\$0.00
Other (Client Assistance)	\$10,000.00	0.57%	\$0.00
Indirect Costs*	\$181,101.00	10.32%	\$0.00
TOTAL GRANT BUDGET =	\$1,754,341.00		
Total Grant Budget:	\$1,754,341.00		
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 =	\$1,754,341.00		
SOURCE OF GRANT FUNDING =	Family First Title IV-E Prevention, SGF: \$1,555,000, TANF : \$199,340		
<i>*Indirect Costs should not exceed 10% of the total Grant Budget.</i>			