Notification of Grant Award (NOGA)

Under Federal Grant Award (ALN) Number 93-472

DCF Award Number PPS-2024-FFMH-5

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

TFI Family Services, Inc. 618 Commercial Street Emporia, KS 66801-3969

FOR

Family First Prevention Grants – Grow Nurturing Families - PCIT

FROM

07/01/2023 to 06/30/2024

\$ 1,150,000.00

NOGA SPECIFIC TERMS AND CONDITIONS

TABLE OF CONTENTS

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

1.0

2.0

DEFINITIONS

NOTICES AND CORRESPONDENCE

19.0	SEVERABILITY
20.0	REVIEWS AND HEARINGS
21.0	HOLD HARMLESS
22.0	CONFLICT OF INTEREST
23.0	NONDISCRIMINATION AND WORKPLACE SAFETY
	 Civil Rights and Nondiscrimination Equal Employment Opportunity Plan Limited English Proficiency
24.0	AMERICANS WITH DISABLITIES 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

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

2.0 NOTICES AND CORRESPONDENCE

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

(1) To DCF:

Kansas Department for Children and Families Attention: Jennifer Bretsnyder, Family First Grant Administrator (DCF Program Manager) Prevention and Protection Services 555 S. Kansas Avenue Topeka, KS 66603-3444

Phone: (785) 506-7178

Email: jennifer.goodman@ks.gov

(2) To Grantee:

TFI Family Services, Inc. Attention: Donna Rozell, Vice President, Family Services 618 Commercial Street Emporia, KS 66801-3969

b. All correspondence, reports, and other documentation required by this Grant shall contain a subject line commencing with this Grant Number ((L)) and followed by the topic.

3.0 GRANT AWARD

- a. This award is a Grant. A Grant is a legal instrument for transferring money, property or services to the recipient in order to accomplish a public purpose of support or stimulation where there will be no substantial involvement between the State agency and the recipient during performance as defined in the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. 6304. This act distinguishes federal assistance relationships or Grant and cooperative agreements from procurement relationships or procurement contracts. Unlike a procurement contract, which is a legal instrument for acquiring supplies or services for the direct benefit of or use by the State Government, a grant, like a cooperative agreement, has, as its main purpose, support or stimulation. There are two main types of grants, categorical grants and block grants.
- b. The law of the State of Kansas DCF, K.S.A. 39-708C, states the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare, which are administered or supervised by the Secretary. The Secretary has deemed it proper and necessary, according to the above statute, to enter into a Grant with the Grantee for agreed upon exchange of services listed herein as stated in the Scope of Work. This offer, which asks for a promise in return as the agreed exchange for a promise, is an offer to enter a bilateral agreement.
- c. In no event shall the Grantee be entitled to payments for costs incurred in excess of the amount set forth in this Grant without prior written approval of the Grantor. Unless modified by written Amendment to this Agreement, there shall be no allowance for costs incurred outside the Scope of Work set forth in Section 9.0. The Grantee shall only be paid for actual work performed and services delivered.



d. The term of this grant is from 07/01/2023 **to** 06/30/2024 with the option of three (3) one-year (1-year) renewals. The Grantee will not receive payment for any expenditure made or incurred prior to 07/01/2023 or after 06/30/2024, the term of this Grant award.

4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include: Osage, Franklin, Miami, Coffey, Anderson, Lynn, Woodson, Allen, Bourbon, Wilson, Neosho, Crawford, Chautauqua, Montgomery, Labette, Cherokee, Shawnee, Riley, Geary, Clay, Lyon, Butler, Elk, and Greenwood. The target population served by this grant includes families with children ages two to seven (2-7) and are rated well supported on the Title IV E Clearinghouse.

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

Children and families in Kansas face a vast array of challenges and needs including poverty, mental health, toxic stress, trauma, lack of parenting skills, and substance use. Prevention services can be utilized to help parents handle a variety of stressors and to develop skills and protective factors to manage the challenges. The Grow Nurturing Families (GNF) program provides thorough assessments, therapy services, and comprehensive case management support for at-risk families. These services are imperative in families avoiding further involvement in the child welfare system while simultaneously developing coping/parenting skills and becoming self-sufficient. The GNF program, through delivery of assessments and services, demonstrates families in need of services can maintain safely in their own homes.

According to Kansas DCF data, between July 1, 2021 and April 30, 2022, 2,552 youth were separated from their families and placed in out of home care. The top three reasons for separation are lack of supervision (16%), physical abuse (15%), and physical neglect (14%). Approximately 1,114 (44%) of the children separated during this period were ages 0-7. As of May 16, 2022, there are 6,583 youth in out of home placement in the State of Kansas.

The above data illustrates the need for prevention services in Kansas. Teaching parents appropriate and successful ways to deal with negative behavior, disrespect, arguing, and severe defiance can help to decrease the chance of separation. Improvement of the family environment and the parents' abilities to nurture and provide appropriate learning opportunities and structure for their children is vital to preventing kids from coming into out of home care.

Parents who have mental health issues and parents of children with disabilities or mental health issues face unique challenges in parenting. These stresses include medical and educational systems and additional family dynamic issues. These parents may need assistance from qualified consultants and support from other parents in similar situations to successfully handle the challenges they are facing. According to an article by Families Together, Inc. the incidence of maltreatment of children with disabilities or mental health issues is 1.6 - 3.9 times higher than for children with disabilities or mental health issues than without. In another article by Kansas Mental National Outcome Measures, there are 122,733 consumers receiving mental health services in Kansas. Of those 34.43% are under



the age of eighteen (18). When these clients were receiving services, 91.6% were reported as seeing an improved social connection for the child and/or family.

In the 2019 Kids Count Data Book by the Annie E. Casey Foundation, 18.5% of Kansas children under the age of eighteen (18) were living below the United States poverty threshold and 8.8% lived in extreme poverty. From July 1, 2018 to May 31, 2019, the highest rates of removal in Foster Care Case Management Area 4 of the East Region were related to neglect. In most counties, over a quarter of the children into out of home placement were removed for primary reasons of neglect or lack of supervision. Often, these two removal reasons are related to poverty and lack of parental skills or knowledge of community resources. The GNF program will help families utilize their strengths to mitigate neglect concerns.

In the same book by the Annie E. Casey Foundation, it was found that a lack of education is often a barrier to parents searching for secure employment. Parents without secure employment and sufficient wages which meet the basic needs of their families will have high levels of stress and an increased chance for a lack of parenting skills. It can be difficult for parents in these situations to put services and learning opportunities in place to better their parenting skills while simultaneously worrying about maintaining housing, providing adequate food, and caring for their family. Although Kansas is the fifteenth (15th) in the country for overall well-being and sixth (6th) in the country for economic well-being, extreme poverty is still a pertinent issue.

According to the same 2019 Kids Count Data Book, American children are continuing to fall behind academically. Sixty five percent (65%) of fourth (4th) grade students were not proficient at reading and 66% of eighth (8th) grade students were not proficient at math. Both statistics proved to be worse for minority children. This data not only demonstrates a generational lack of emphasis on the importance of education but could also be the result of poverty and the inability to focus on education due to other stressors in life being prioritized. Adding services to a home at an early intervention point to assist in mitigating damage and neglect will help give children their best options toward a positive future.

TFI will continue the Grow Nurturing Families program which utilizes Parent Child Interaction Therapy (PCIT). PCIT is an evidence-based practice for behavioral intervention which focuses on decreasing undesired behaviors and increasing desired, positive behaviors, including improved social skills and cooperation. The goal of this model is to improve parent-child relationships and enhance parent-child bonds. TFI plans to serve families with children ages two to seven (2 – 7) and are rated well supported on the Title IV E Clearinghouse. TFI would like to provide the Grow Nurturing Families program to the following counties: Osage, Franklin, Miami, Coffey, Anderson, Linn, Woodson, Allen, Bourbon, Wilson, Neosho, Crawford, Chautauqua, Montgomery, Labette, Cherokee, Pratt, Barber, Kingman, Harper, Sumner, Butler, Greenwood, Elk, Cowley, Sedgwick, Shawnee, Riley, Geary, Clay, and Lyon. TFI has the capacity



to serve 200 families in one grant year. The model and program are premised on the belief that all families have value and that children belong with their parents.

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.

This prevention initiative and outlined interventions are rooted in Trauma Informed models, where the primary focus is to prevent the need for foster care placement and the trauma of unnecessary parent-child separation. Through timely delivery of assessments and services, we will demonstrate families who access these services may be maintained safely in their own homes and prevented from escalated involvement in the child welfare system while ensuring the strengthening of their self-sufficiency to live in safe, stable, and supportive environments. Each family referred for the GNF program is unique and will receive services tailored specifically to meet their specific needs. The program will focus on families with children two to seven (2-7) years old. TFI has implemented Support Workers to assist Therapist in their work with the families. Support Workers and Therapists work in a dyad. Support Workers support the family in the therapeutic process. They assist the Therapist and family in identifying any barriers (transportation, planning, insurance, etc.) and work with the family on improving those barriers. They provide services to the family in the home.

Parent Child Interaction Therapy

Parent Child Interaction Therapy (PCIT) is designed for families with children ages two to seven (2-7) years of age. PCIT is a dyadic behavioral intervention focusing on decreasing undesired child behaviors and increasing the desired, more positive behaviors, including improved social skills and cooperation. The goal is an improved parent-child relationship and enhanced parent-child bond. The intervention play-therapy skills to use as reinforcers of positive child behavior and behavior management skills to decrease negative behavior. Parents are taught the skills and use them while being coached by a therapist. This gives parents immediate feedback allowing them to learn and master the skills more quickly. PCIT is time limited, but parents will remain in the program until they reach the mastery stage. The average length of treatment is approximately sixteen to twenty (16-20) weeks.



There are two components to PCIT; Child Directed Interaction (CDI) and Parent Directed Interaction (PDI). The components are worked consecutively. Child Directed Interaction occurs in parent-child dyads sessions during which the parent learns to follow the child's lead in play. The parent learns how to decrease negative aspects of the relationship and increase positive communication. The parents learn how to give positive attention to the child. The parent is taught to label and praise positive behavior, to reflect or paraphrase the child's appropriate speech. The parent is taught how to positively describe when the child is behaving in an appropriate manner and to avoid using commands, criticism or questions which are intrusive and/or give attention to negative behavior. Parents are supported via observation and coaching. Parents are given homework after each session to complete during the week. The parent-child dyad will not proceed to the Parent Directed Interaction until the Child Directed Interaction has been mastered.

During the Parent Directed Interaction (PDI), the parent-child attend in dyads, and the parent continues to learn skills to manage the child's behaviors effectively. The parent learns how to manage the child's behavior when it is important for the child to be compliant. The parent continues to be observed and coached. The focus begins to shift to teaching the parent how to effectively give the child commands in an effective and positive manner. The goal is for the commands to be given one time, with a reason for the command preceding the command or following it with praise for compliance. The parent learns to follow-through on commands by giving labeled praise when the child complies or beginning the time-out procedure after every time the child is non-compliant. The parent learns and follows a time-out procedure to use when the child is non-compliant. The parents are given homework to complete after each session. Treatment does not end until the parent meets pre-set mastery criteria for both phases of treatment.

PCIT services promote a positive way to stimulate the relationship between parents and children through play. Play has many benefits for both children and adults. Play can inspire people to think differently. This is what needs to occur for parents who have been taught through generations poor ways to parent and function. They need to learn new ways of behaving, engaging and being creative. Through play, they may tap into the fun and creative parts of their brains and will be able to see there are other ways to accomplish tasks.

Play reduces struggle, conflict, and worry. When families are playing together, they are less likely to be angry and upset and fighting over minor issues. Playing together encourages connections, attachments and this leads to an enhanced ability to communicate and engage. Play is foundational in the PCIT model as a component of teaching connection and nurturing skills.

Standardized Assessments for PCIT

There are several assessments that are utilized with PCIT. The Strengths and Difficulties Questionnaire (SDQ) is completed by parents, caregivers, or teachers. It provides feedback on positive behaviors, academic functioning, and social competence for the identified client. This will provide an overall look at the child's current level of functioning. The Parenting Stress Index (PSI) is utilized to



identify any patterns of parenting and family behaviors that may hinder normal development and functioning for young children. It can be used for parents with children from as young as one month up to twelve (12) years of age. This measure helps identify and provide focus for any parental behaviors that may be of concern. The Eyberg Child Behavior Inventory (ECBI) is a measure that can be completed either by caregivers or teachers that assesses both frequency as well as severity of problem behaviors present at home or in school. This will provide a baseline from which to assess progress in treatment and is completed throughout treatment to monitor and graph the child's decrease in undesired behaviors. These assessments will be administered at the beginning of treatment to establish the initial baseline and at the end of treatment to determine if appropriate progress has been made or if additional services and referrals are needed.

Program Model

TFI will accept referrals for the GNF program after Prevention and Protection Services (PPS) has completed the initial assessment and determined there is an imminent risk of removal to out of home placement due to physical abuse, emotional abuse, neglect (to include physical neglect, medical neglect, lack of supervision), abandonment or Family in Need of Assessment (FINA). The target population served is:

- 1. A child(ren) or youth placed with a parent who PPS determines is at imminent risk of foster care and out of home placement but can be safe at home with prevention services.
- 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 in placement with relative caregivers.
- 4. Pregnant and parenting youth in foster care and out of home placement.

Referrals made to GNF will be acknowledged the same business day. The referral will be routed to the Director and Clinical Supervisor and assigned to a licensed clinician that is trained to provide PCIT and meets fidelity of the model. The licensed clinician will attend the case plan meeting with DCF and will participate as requested. The GNF program will be individualized to each specific family.

The licensed clinician will have the assistance of non-licensed support staff. The support staff may be used to provide additional assistance to the families to enhance the skills learned in PCIT including PRIDE skills (Praise, Reflection, Imitate, Describe, Enjoy). The support staff may be used to provide more concrete reinforcement such as transportation, housekeeping, referrals, etc. The licensed clinician will meet with the family as warranted to ensure model fidelity. While TFI is involved with the family, the licensed clinician will continuously perform informal assessments for child safety. If, at any time, the licensed clinician feels there may be something amiss; the family is missing appointments, or does not seem to be fully engaged etc., the licensed clinician will contact the DCF Child Protection Specialist and/or Family First Protection Services Specialist (FFPSA) provide a summary update. If there are concerns about abuse or neglect, a report will be made to the Kansas Protection Report Center (KPRC). If the family is



involved in Child in Need of Care Court, TFI will provide DCF with information needed to draft the required court reports.

If a child is not able to be safely maintained in the home, TFI will provide DCF with all documentation available so DCF may take necessary steps to notify the County/District attorney. Parents will also have the availability of the 24/7 Parenting Support line. This provides support through a difficult parenting moment when a parent may be struggling with a behavior or doubting their ability to use a learned skill. The parent has the option to call or text for immediate feedback and coaching. Each family in the program will create a family nurturing box. These boxes will have age-appropriate toys or games for the family to begin their learning. TFI will maintain a Resource Library with developmentally appropriate toys, books, crafts, and activities based on the evidence-based programs. Families will have the ability to check them out for use at home during their interventions and after to facilitate the skills learned. All services are intended to enhance skills learned as part of the evidence-based programs.

In addition to the services already discussed, TFI commits to the following grant requirements:

- 1. TFI will have a Program Manager assigned to this grant. The Clinical Supervisor assigned to this program will be the liaison between TFI and DCF.
- 2. TFI will ensure all staff assigned to the GNF grant are fully trained and meet required qualifications consistent with the program requirements.
- 3. As mentioned in detail above, TFI will use program interventions to include PCIT. TFI will work both internally and with the external evaluators to ensure the interventions are implemented with program fidelity. Please review earlier sections for information on program implementation.
- 4. As specified, referrals will be received by TFI following the DCF initial assessment. TFI will acknowledge the referral the same business day. If TFI has questions about a referral and whether it meets program criteria, questions will be addressed to the referring DCF Child Protection Specialist.
- 5. If the referral involves a family with an infant born substance affected, TFI will either complete or continue the Plan of Safe Care per DCF policy.
- 6. TFI will continually reach out to and communicate with local and regional DCF staff to promote the program and provide updated information about the orientation and referral process.
- 7. TFI will request all families to sign releases so TFI may freely share information with DCF if needed. TFI will utilize DCF releases of information forms for this purpose.
- 8. TFI will deliver the GNF program to children and families in accordance with program standards for frequency and intensity of individual contact and family, group, or peer activities.
- 9. TFI will track in Excel child level milestone data elements for every child in the family designated as a candidate for foster care. The elements to be tracked include referral source, name of program or service, DCF Client



- ID, age of child at referral, date of referral, dates of service start and end date.
- 10. TFI will work openly and willingly with the external evaluator selected by DCF by providing data or other quality assurance tools requested for program evaluation.
- 11. TFI will participate in stakeholder, statewide or regional meetings regarding Family First implementation convened by the external evaluator or DCF.
- 12. TFI will participate in general program improvement or innovation discussions to understand impact of programs on outcomes in the community and population served.
- 13. TFI will complete all reporting requirements including a quarterly management report with numbers served and information on program innovations, successes, and continuous improvement. TFI will report on forms approved by DCF.

Cultural Competence

The services delivered to children and families under this grant will be culturally competent and responsive to each family's unique needs. TFI acknowledges the meaning of culture is having a shared language, belief systems, economic status, behavior, and relationship expectations, religious beliefs, and other human characteristics that are patterned in one group of individuals and perhaps not in others. TFI sees individual families as having their own cultures, even within their extended family or neighborhood. TFI also understands there are broader cultural entities within which families find identity and connectedness.

An ongoing theme of our staff training is the need to understand competency in this arena requires staff and our organization affirm and value such differences. TFI is committed to demonstrating sensitivity to cultural differences and will recognize them as potential sources of strengths for families referred to the GNF program. TFI expects our staff to learn from the families they work with and recognize one's privilege and lack of knowledge related to cultural bias and differences. Staff will be prepared to communicate empathy in working with all families.

GNF program builds upon the concepts of Family Centered Practices, a Trauma Informed Culture and being culturally aware. TFI's priority will be to build a collaborative and strengths-based relationship with the family. Through this relationship we will utilize valuable assessment tools to gather information for treatment and case planning.

9.3 PERFORMANCE MEASURES

The grantee shall be responsible for providing direct services that support the implementation of evidence-based strategies that result in improvements in targeted State-or community-level factors, while also contributing to State and local process measures and outcomes as indicated below. Safety and Stability performance outcomes are identified. Consistent with recent legislation, there will be further general effort in SFY23 to jointly, with stakeholders, develop and plan for implementation of a set of



performance-based agreements to provide an array of evidence-based prevention and early intervention services for families who are at risk for an out-of-home placement or have a child in out-of-home care and for children awaiting adoption.

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

Outcomes:

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

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

Children are Maintained at Home with no entry into foster care	Population	Standard	Source
Children are not removed into the foster care program during the service period.	Children referred to service or program	<10%	FACTS

Operational Definition

Numerator: The # of children whose services ended due to entry into foster care

divided by

Denominator: The # children receiving services

Example:

July 2022 - # of children receiving services = 191

July 2022 - # of children whose services ended with entry into foster care = 4

For July 2022, the performance rate of children maintained in home during services is 2%

[N=4/D=191]

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



Children are Maintained at Home with no entry into foster care	Population	Standard	Source
Children are not removed into the foster care program within one year of service referral.	Children referred to service or program	90.0%	FACTS

Operational Definition

Numerator: The # of children referred to program or services who did not experience a removal into foster care within one year of service referral.

divided by

Denominator: The # children referred

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]

Process Measures:

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

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

Measure 1: Families are engaged timely in program or services

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



Numerator: The # of families referred to program or service in each month, excluding retracted referrals, who engaged in the service or program within two business days

divided by

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

Example:

July 2022 - # of families referred for Family Functional Therapy (excluding retractions) = 100

July 2022 - # of families referred for Family Functional Therapy (excluding retractions), who engaged in meeting with the provider within two business days = 95 For July 2022, the performance rate of family engagement is 95.0% [N=95/D=100]

Measure 2: Families successfully complete the referred service.

Families successfully complete program	Population	Standard	Source
Families do not end services prior to successfully completing program	Families referred to service or program	95%	FACTS

Operational Definition

Numerator: The # of referrals to program or services with successful closure

divided by

Denominator: The # of all closures

Example:

July 2022 - # of all closed referrals to Nurse Family Partnership (excluding retractions) = 50 July 2022 - # of referrals with successful closure as defined by program or model = 47 For July 2022, the performance rate of families successfully completing program is 94% [N=47/D=50]

TFI will track in Excel the child level service milestone data for every child at risk of removal receiving prevention services as DCF outlines these data elements to be tracked and submitted. Data elements will include, but are not limited to:



Referral Source, Name of Program/Service, DCF Client ID, age of child at referral, date of referral, service start and end dates. Program outcomes will include:

- 1. Families are engaged timely in program or services. This will be defined as 95% or more of the families referred shall be engaged timely in the program or service.
- 2. Children are maintained safely at home with no removal into foster care. This will be defined as 90% or more of the children are not removed from home and placed into the foster care program during the service period or within one year of service.

Implementation Plan

TFI implemented the GNF Program in December 2019. TFI has been providing PCIT services to Kansas families since January 2020. TFI will continue to provide individualized, quality services to Kansas families that DCF deems appropriate. TFI continues to employ Clinical Supervisors, Licensed Therapists, and Support Workers. Additionally, TFI has an internal PCIT Trainer who can provide another level of clinical expertise and ensure fidelity to the model.

9.4 DELIVERABLES AND REPORTING REQUIREMENTS

The work required by this Grant shall be completed in accordance with the respective dates specified in the Grant or as requested by DCF. The Grantee shall submit all required reports as listed below. All reports must be received on or before the required due dates established in the NOGA. Failure to submit the required reporting, regardless of the level of progress or expenditures during the reporting period, shall lead to non-payment of the Budget Transaction Report requested funds, suspension of the grant and/or termination of the grant, at the discretion of DCF. Acceptance of any late deliveries shall not be deemed a waiver of DCF's right to hold the Grantee liable for any actual loss or damage resulting therefrom, nor shall it act as a modification of the Grantee's obligation to make future deliveries in accordance with the award set forth in this Section. The completion date for this Grant is 06/30/2024.

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

Status Report (Form OGC-1006)

Budget Transaction Report (Form OGC-1005)

Budget Itemization Report (Form OGC-4005)

The Grantee may submit the following reports to DCF using the following forms: Revision Request (Form OGC-1008)

• Grantee must submit if they wish to request a revision to their Approved Grant Budget Authority.

Equipment Pre-Approval Request (Form OGC-4004.1)



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

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

Status Reports are due as follows:

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

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

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

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

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

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



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

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

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

If the Budget Transaction Report includes expenses incurred from Sub-Awardees, a copy of the Sub-Grantee Agency's Tax Clearance(s) and Debarment Memorandum(s) must be submitted with the first Budget Transaction Report in order for any funds to be reimbursed. (Related information can be found in Section10.12—Sub-Awards.)

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

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

In addition, the following supplemental reports are due as follows:

General Ledger/Trial Balance will be due every month, by the 20th calendar day following the month of service. This is a detailed Income Statement or Trial Balance from accounting systems used in reconciling the monthly payment request.

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



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

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

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

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

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

Kansas Department for Children and Families Attention: Jennifer Bretsnyder, Family First Grant Administrator (DCF Program Manager) Prevention and Protection Services 555 S. Kansas Avenue Topeka, KS 66603-3444 Phone: (785) 506-7178

Email: jennifer.goodman@ks.gov

9.5 STATE RESOURCES TO BE PROVIDED

No State resources will be provided under this agreement.

10.0 FUNDING

The funding amount for this Grant is \$ 1,150,000.00. Indirect Costs should not exceed 10 percent of the total Grant Budget. A copy of the Grantee's federally approved Indirect Cost rate agreement must be included should a different rate be requested.



This Grant is reimbursement-based, unless otherwise noted. Grantee must submit regular budget reports itemizing costs incurred, as noted above, and is reimbursed accordingly. Grant funds are paid for services rendered and are not provided as "cash up front."

Long-term financial sustainability of a project is extremely important for success of a project. The grant funds requested will be necessary to sustain the GNF program. If the grant funds should end at the end of the grant period, TFI will assess whether the program can continue based on insurance and Medicaid billing fees along with other resources.

Long-term family success in the community is contingent on the family being connected with resources for support and services, including extended family, friends, and community-based organizations. As part of the family services, families are encouraged to meet with relatives and kin to think through and plan for the future. While assuring DCF concerns are met, it is essential that decisions made about the family are indeed made by the family.

TFI staff will determine the extent of personal resources such as private insurance or access to local county health departments, rural health centers, safety net clinics, or Federally Qualified Health Centers that may currently exist for the family. TFI understands local health departments, among others, can conduct Kan Be Healthy screens and will urge families to obtain these services. Accessing these critical services and benefiting from them on an ongoing basis is a basic family life skill that can be developed.

The goal for the families receiving prevention services is to become self-sufficient and be able to safely parent their children without the support of TFI. Our goal will be to help the families overcome the issues of trauma, poverty, and other chronic conditions by providing services they will be able to maintain once we are removed from the situation and allow them to function without falling back into old patterns of behavior.

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 \$ 1,150,000.00

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

12.0 GRANT CHANGES AND BUDGET MODIFICATIONS

12.1 REVISION REQUESTS

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

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

12.2 AMENDMENTS

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

- a. DCF may at any time, by written order, make changes within the general scope of this Grant, or any order issued hereunder, in any one or more of the following:
 - i. Description of services to be performed.



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

12.3 MODIFICATIONS SUBJECT TO FUNDING CHANGES

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

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

12.4 CHANGES IN KEY PERSONNEL OR BOARD MEMBERSHIP

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



13.0 DATA

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

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

14.0 GOVERNING LAW - CONSENT TO JURISDICTION

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

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

15.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

16.0 NO WAIVER OF CONDITIONS

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

17.0 FORCE MAJEURE



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

18.0 TERMINATION

18.1 *GRANT TERMINATION*

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

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

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

18.2 TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

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

18.3 TERMINATION FOR CONVENIENCE

DCF shall terminate performance of work under this Grant in whole or in part whenever, for any reason, DCF shall determine the termination is in the best interest of the State of Kansas. In the event DCF elects to terminate this Grant pursuant to this provision, Grantee will be provided written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the



date specified in the notice. Grantee shall continue to perform any part of the work that has not been terminated by the notice.

18.4 RIGHTS AND REMEDIES

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

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

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

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

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

19.0 SEVERABILITY

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

20.0 REVIEWS AND HEARINGS

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

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



hearings are subject to different procedures pursuant to 7 C.F.R. § 273 and K.A.R. 30-7-100 et. seq.

21.0 HOLD HARMLESS

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

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

22.0 CONFLICT OF INTEREST

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

23.0 NONDISCRIMINATION AND WORKPLACE SAFETY

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

23.1 CIVIL RIGHTS AND NONDISCRIMINATION

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

23.2 EQUAL EMPLOYMENT OPPORTUNITY PLAN

Grantee assures it has formulated an equal employment opportunity plan (EEOP) if required by federal and State law. Grantee assures it has provided to the DCF the name of a civil rights professional who has lead responsibility for ensuring that all applicable civil rights requirements are met. This person shall act as a



liaison for civil rights issues with the U.S. Justice Department, Office of Justice Programs, Office of Civil Rights.

23.3 LIMITED ENGLISH PROFICIENCY

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

24.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

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

25.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABLITY 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) <u>Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A):</u> 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) <u>Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A)</u> 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) <u>Minimum Necessary:</u> 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) <u>Agents and Sub-Grantees Section 164.504(e)(2)(ii)(D):</u> 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) <u>Right to Review:</u> 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) and164.504(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) <u>Transmission of PHI Section 164.312(c)(1) and 164.312(c)(2):</u> Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.
- l) <u>Employee Compliance with Applicable Laws and Regulations:</u> 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) <u>Custodial Responsibility:</u> Shirley Dwyer, 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) <u>Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H):</u> Grantee will make its policies, procedures and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining DCF's compliance with 45 C.F.R. Parts 160 and 164. Grantee will make these same policies, procedures and documentation available to DCF or its designee upon request.
- p) Grant Termination Section 164.314(a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Grantee agrees that within sixty (60) days of the termination of this Grant, it will return or destroy, at DCF's direction, any and all PHI it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Grant shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) <u>Termination for Compliance Violation Section 164.314(a)(2)(i)(D),164.504(e)(2)(iii) and Section 164.504(e)(1)(ii):</u> 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 <u>mandatory</u> 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

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	Match	
Personnel	\$685,120.82	Budget 59.58%		
Fringe Benefits	\$134,485.95	11.69%		
Travel	\$26,104.55	2.27%		
Equipment	\$20,104.33	0.00%		
	\$27.290.45	3.24%		
Supplies	\$37,289.45			
Contractual	\$28,180.25	2.45%		
Building	\$75,695.56	6.58%		
Training	\$26,500.00	2.30%		
Other (must specify)	\$32,083.26	2.79%		
Other (must specify)		0.00%		
Other (must specify)		0.00%		
Indirect Costs*	\$104,540.16	9.09%		
TOTAL GRANT BUDGET =	\$1,150,000.00			
Total Grant Budget:	\$1,150,000.00			
Match:	\$0.00			
		[Confirm match requirement, if aplicable, an whether it should be "hard" or "soft" (per funding guidelines). Be sure to note if there no match requirement.]		
TOTAL PROJECT BUDGET =	\$1,150,000.00			
SOURCE OF GRANT FUNDING	SGF/Federal IV-E Pro	evention		
*Indirect Costs should not exceed 10% of the total	l Grant Budget.			