

## Attachment F – Specific Terms and Conditions (*provisions – Notification of Grant Award*)

### SPECIFIC TERMS AND CONDITIONS

#### NOTIFICATION OF GRANT AWARD

##### 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 CCAKS shall mean Child Care Aware of Kansas, and its employees, agents and representatives.
- (2) “Grantee” shall mean **(Q)** and its employees, agents, and representatives.
- (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 CCAKS:
- 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 CCAKS, 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 **(NB) to (NE)**. The Grantee will not receive payment for any expenditure made or incurred prior to (NB) or after (NE), the term of this Grant award.

##### 4.0 PRINCIPAL PLACE OF PERFORMANCE

The counties served through this Grant include: **(G)**. The target population served by this grant includes **(TP)**.

##### 5.0 INSPECTION AND ACCEPTANCE

- a. Inspection and acceptance of all submittals shall be accomplished by the CCAKS Program Manager or his/her duly authorized representative.
- b. All effort performed under this Grant is 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 G.

**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 G (Contractual Provisions – DA-146a)
- b. Amendments to the Award
- c. The Award
- d. Attachment H (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 CCAKS and shall have no authority to represent CCAKS as an agent.

**9.0 SCOPE OF WORK AND DELIVERABLES**

The Grantee, as an independent contractor and not as an agent of CCAKS, shall, in conformance with the Specific Terms and Conditions set forth herein, provide the necessary personnel and material and do all things necessary and/or incidental to the furnishing and delivery to CCAKS of the supplies or services set forth below, all in accordance with the specifications and other requirements applicable to and referenced therein and as set forth in the award.

**9.1 BACKGROUND AND SCOPE**

**9.2 SERVICES TO BE PROVIDED**

**9.3 PERFORMANCE MEASURES**

**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 CCAKS. 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-eligibility for future funding from Child Care Aware of Kansas, and the Grantee will be sanctioned by CCAKS, suspension of the grant and/or termination of the grant, at the discretion of Child Care Aware of Kansas (CCAKS).** Once the Grantee becomes ineligible/sanctioned, the Grantee will be invoiced for remaining funds with payment due to CCAKS immediately. Acceptance of any late deliveries shall not be deemed a waiver of CCAKS'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 **(May 1, 2025)**.

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

- Monthly Tracking Form
- Monthly Tracking Receipts

**The aforementioned forms, as well all other forms noted in this document, can be found in your community profile through WorkLife Systems.**

**Grant Application, MOA and other documents:**

Grantee Agencies shall submit a Child Care Community Partnership Grant in the Community Profile located in WorkLife Systems. Awarded funds will be paid to Grantee Agencies within 60 days of CCAKS receiving all required documents and confirming workshop

attendance.

**Monthly Tracking Forms are due as follows:**

Grantee Agencies shall be required to submit the Monthly Tracking Form. Monthly Tracking Form expenditures must be limited to those expenditures made consistent with the provisions set forth in this NOGA. The last Monthly Tracking Form must be marked as FINAL and submitted according to the aforementioned timeline.

**Monthly Tracking Receipts Forms are due as follows:**

Grantee Agencies shall be required to submit the Monthly Tracking Receipts Form. Receipts and related documentation are required to be submitted to support all expenditures reported on the Monthly Tracking Form.

**Random Audit:**

ALL Grants are subject to random audit selection by CCAKS.

**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 CCAKS using the contact information below:**

***STATE RESOURCES TO BE PROVIDED***

**9.5**

**10.0 FUNDING**

The funding amount for this Grant is \$(30,000). Indirect Costs should not exceed 10% of the total Grant Budget.

This Grant is paid in advance, unless otherwise noted. Grantee must submit regular budget reports itemizing costs incurred, as noted above.

**10.1 AVAILABILITY OF ANTICIPATED FEDERAL FUNDS**

The formal approval of grant awards, and the obligation and reimbursement of funds to them, 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. Requests for reimbursement of grant awards 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 2 CFR, Part 200; 5 CFR Part 1320, 31 CFR Part 205, 37 CFR Part 401, 42 CFR Part 2, 45 CFR Parts 5b, 15, 16, 46, 77, 80, 84, 86, 91, 95, 96, 97, and 100; and 48 CFR Part 31.2 For more information on the CFRs, visit: <http://www.ecfr.gov/cgi-bin/ECFR?SID=2d5f57c64e7afab744f98df61bf24177&page=simple>.
- b. The Office of Management and Budget (OMB) Circulars, including OMB Circulars A-50 (with the exception of guidance on Single Audit Act follow-up which is included in 2 CFR, Part 200), 123, 134, and 136. For more information on the Super Circular, visit: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

**10.3 ALLOWABLE COSTS**

Costs must be necessary, reasonable for and allocable to an 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 the Grantee.

**10.5    *PROPORTIONATE FUNDING***

Reimbursement of 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, the 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***

The Grantee shall not use grant monies to pay for expenses already being paid for or have been paid for by another source. The Grantee shall not replace or supplant funding of another existing program with funds provided for in this Grant. Funds granted under this Grant Award 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 CCAKS 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 the 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 or 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 the Grant, program income received or accrued by the 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. Also, unless otherwise specified, the 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 CCAKS 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 CCAKS for reimbursement. The Grantee shall remit the amount due by check or money order payable to CCAKS as coordinated with the Granting Agency.

Grantees may keep any interest or other investment income earned on advances of CCAKS 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 CCAKS Grant funds to the Grantee. CCAKS may seek recovery of costs due to litigation.

#### **10.11 SUB-AWARDS**

A Grantee Agency may enter into sub-awards only with prior written approval from CCAKS. 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 the Grantee Agency, 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, CCAKS shall pay amounts due and payable within sixty (60) days after receipt of a valid approved MOA along with all documents required, and confirmation of workshop attendance. Total compensation shall not exceed **\$(30,000)**.

After payment grant payment, no further amount shall be due or payable by CCAKS under this Grant.

Grantee Agency shall return ALL unspent funds not reported on the Monthly Tracking Form by May 1, 2025, shall return ALL unspent funds to CCAKS by or before May 30, 2025.

#### **12.1 MODIFICATIONS SUBJECT TO FUNDING CHANGES**

The State of Kansas' current financial situation does not make it possible for CCAKS to make firm, unalterable financial commitments. In the event CCAKS determines lack of funding requires a modification of this Agreement, CCAKS reserves the right to renegotiate terms and conditions of the Agreement with the Grantee. The Grantee agrees to cooperate with CCAKS in negotiating this Agreement should CCAKS determine such modification is necessary to manage the resources available to CCAKS.

In the event CCAKS is subject to a formal reduction or allotment, CCAKS reserves the right to alter or adjust the payment amounts or terms of this Agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the 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 the Agreement, CCAKS will, in good faith, negotiate regarding the terms of the Agreement.

#### **12.2 CHANGES IN KEY PERSONNEL OR BOARD MEMBERSHIP**

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

#### **13.0 DATA**

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

The Grantee may have access to private or confidential data maintained by CCAKS to the extent necessary to carry out its responsibilities under this Grant. The Grantee must comply with all the requirements of the Kansas Open Records Act in providing services under this Grant. The 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. The Grantee must agree to return any or all data furnished by CCAKS promptly at the request of

CCAKS in whatever form it is maintained by the Grantee. On the termination or expiration of this Grant, the Grantee will not use any of such data or any material derived from the data for any purpose and, where so instructed by CCAKS, 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 this Grant. The Grantee shall certify to CCAKS 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 CCAKS 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**

The 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 the Grantee's employees, and freight embargoes.

**18.0 TERMINATION**

**18.1 GRANT TERMINATION**

The initial term of this Grant shall commence on **(NB)** and shall continue in effect until **(NE)** 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 which was accepted by CCAKS in this document. Failure to perform the requirements and conditions set forth in the Grant shall be considered a material breach of this Grant Agreement.

**Termination for cause:** This Grant may be terminated immediately by CCAKS for cause. Cause for immediate termination is limited to the following: Grantee's failure to perform the requirements and conditions set forth in their Grant; Grantee's material breach of the terms and conditions of this agreement; the willful breach, habitual neglect, or other continued failure of the Grantee to abide by any law, rule, procedure or policy which the Grantee has received notice from either CCAKS or the State of Kansas; the inability to submit a valid Kansas Certificate of Tax Clearance for the Grantee Agency from the Kansas Department of Revenue; the Grantee Agency or any of its employees is found to be debarred or suspended. In the event CCAKS terminates this agreement for cause the 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, CCAKS may terminate this agreement at the end of its current fiscal year. CCAKS 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. CCAKS 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**

CCAKS shall terminate performance of work under this Grant in whole or in part whenever, for any reason, CCAKS shall determine the termination is in the best interest of the State of Kansas. In the event CCAKS elects to terminate this Grant pursuant to this provision, the 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. The 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, CCAKS, in addition to any other rights provided for in this Grant, may require the Grantee to transfer title and deliver to CCAKS, in the manner and to the extent directed, any completed materials. CCAKS 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 the Grantee, shall be the difference between the market price at the time when CCAKS learned of the breach and the Grant price, combined with any incidental and consequential damages, less expense saved as a result of the 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, the Grantee's failure was due to causes beyond the control of or negligence of the Grantee, the termination shall be a termination for convenience in the best interest of the State.

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

The rights and remedies of CCAKS 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 CCAKS of all complaints made known to the Grantee and refer all appeals or fair hearing requests to the State. CCAKS has the discretion to require the 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 [Forms - Kansas Office of Administrative Hearings \(ks.gov\)](https://www.ks.gov/forms-administrative-hearings). For additional procedures for CCAKS, 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 CCAKS 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 CCAKS 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**

The 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, the 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**

The 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**

The Grantee assures all grant projects provided by the 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**

The Grantee assures it has formulated an equal employment opportunity plan (EEO) if required by federal and State law. The Grantee assures it has provided to the CCAKS 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**

The 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](http://www.lep.gov).

## **24.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The contractor 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 the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract 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 contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract 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 to those provisions relating to the ADA, are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

## 25.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA): CCAKS is a covered entity under the Act and therefore Grantee is not permitted to use or disclose health information in ways CCAKS 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 CCAKS or that Grantee creates or receives on behalf of CCAKS. 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 (E PHI) 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 purposes:
  - i. Any activity required to ensure compliance and fulfill grant obligations
- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Grantee shall disclose CCAKS’s PHI only as allowed herein or as specifically directed by CCAKS.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Grantee agrees it will not use or further disclose the PHI other than as permitted or required by this Grant or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Grantee is permitted to use and disclose PHI received from CCAKS in its capacity as a Grantee to CCAKS if such use is necessary for proper management and administration of the Grantee to carry out the legal responsibilities of the Grantee.
- e) Minimum Necessary: Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f) Safeguarding and Securing PHI Section 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Grantee agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and or E PHI the Grantee creates, receives, maintains or transmits. Grantee will furnish CCAKS with a written description of such safeguards taken upon request. Grantee agrees to allow authorized representatives of CCAKS access to premises where the PHI and or E PHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Sub-grantees Section 164.504(e)(2)(ii)(D): Grantee will ensure any entity, including agents and sub-grantees, to whom it discloses PHI received from CCAKS or created or received by Grantee on behalf of CCAKS, agrees to the same restrictions and conditions that apply to Grantee with respect to such information.
- h) Right to Review: CCAKS 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 CCAKS.
- i) Ownership: Grantee shall at all times recognize CCAKS’s ownership of the PHI.
- j) Notification Section 164.304, 164.314(a)(C) and 164.504(e)(2)(ii)(C): Grantee shall notify CCAKS both orally and in writing of any use or disclosure of PHI and or E PHI 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 CCAKS or the Grantee. The Grantee shall report to CCAKS any security incident within five (5) business days of becoming aware of such incident.

For the purposes of this paragraph, “security incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.

- k) Transmission of PHI Section 164.312(c)(1) and 164.312(c)(2): Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.
- l) Employee Compliance with Applicable Laws and Regulations: Grantee agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Grant.
- m) Custodial Responsibility: 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 CCAKS promptly.
- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): Grantee will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Grantee will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Grantee will make its policies, procedures and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining CCAKS’s compliance with 45 C.F.R. Parts 160 and 164. Grantee will make these same policies, procedures and documentation available to CCAKS 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 [XX] days of the termination of this Grant, it will return or destroy, at CCAKS’s direction, any and all PHI it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Grant shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.314(a)(2)(i)(D), 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Grantee acknowledges CCAKS is authorized to terminate this Grant if CCAKS 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 CCAKS, Grantee’s violation will be reported to the Secretary of Health and Human Services, along with steps CCAKS 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, the 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 Agency who applies for a CCAKS Grant Award must obtain a valid Kansas Certificate of Tax Clearance for the Grantee Agency 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 an Agency’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 (45 C.F.R. Part 76), 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 CCAKS is authorized to impose debarment. Before any person or entity enters into a Grant with CCAKS, 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, CCAKS 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 CCAKS. This is accomplished using the Federal Sub-Recipient v. Vendor Determination Checklist. The Grantee Agency must submit the FFATA Five Most Highly Compensated Executives form (Form OGC-4001) and submit it with their signed NOGA. Form can be found on the Grantee Resources page of the CCAKS Office of Grants and Contracts website at <http://www.CCAKS.ks.gov/Agency/Operations/Pages/Grantee-Resources.aspx>.

## **30.0 OWNERSHIP**

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

## **31.0 PUBLICITY RELEASES**

All such publicity releases and materials must be sent to CCAKS Office of Communications for review, via the grant program manager, at least one week in advance of publication. No unauthorized use of the CCAKS logo is allowed. No unauthorized statements, comments, social media or the like identifying CCAKS will be allowed. Any statements, comments, social media or the like identifying CCAKS must be approved by CCAKS 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 CCAKS shall be in compliance with Kansas Information Technology Executive Council policies, refer to: [ITEC Home \(ks.gov\)](http://www.ks.gov/ITEC). Information Technology Policy #1210, State of Kansas Web Accessibility Requirements, can be found at [Using AMP for Web Accessibility \(ks.gov\)](http://www.ks.gov/UsingAMP). Additional information and guidance is available through the Kansas Partnership for Accessible Technology (KPAT) website at [Kansas Partnership for Accessible Technology \(ks.gov\)](http://www.ks.gov/KPAT). Finally, web content must be in compliance with CCAKS web standards (CCAKS-ITS Stands 3401.04) available upon request.

## **33.0 LOBBYING**

No appropriated funds may be expended by the recipient of this grant 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**

The 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. The Grantee will reimburse CCAKS for such property's loss or damage

caused by the 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) to their designated CCAKS Program Manager if they wish to purchase such an item (the Request must be submitted if the CCAKS-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, CCAKS may request any equipment purchased with these funds be returned to CCAKS.

**36.0 RECORDS**

**36.1 ACCOUNTING SYSTEM**

The Grantee Agency’s accounting system shall meet generally accepted accounting principles and OMB Circular provisions.

**36.2 MAINTENANCE OF COST RECORDS**

The 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, the 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 CCAKS of any circumstances which impair the integrity or security of such materials during the retention period.

The Grantee agrees, authorized federal and State representatives, including but not limited to, personnel of CCAKS; 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 CCAKS 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 CCAKS are found in CCAKS’s Audit/Monitoring Policy and Requirements, which can be found on CCAKS’s website at <http://www.CCAKS.ks.gov/Agency/GC/Pages/Audits/AuditPolicies.aspx>. For more information, please contact CCAKS’s Audit Services at 785.296.3836, or via e-mail at [CCAKS.OACS@ks.gov](mailto:CCAKS.OACS@ks.gov).

All entities receiving funding are subject to internal monitoring (both fiscal and program) and to audits conducted by CCAKS Audit Services.

CCAKS 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  
APPROVED GRANT BUDGET AUTHORITY**

If selected as the recipient of this award, I agree on behalf of \_\_\_\_\_  
to abide by the Specific Terms and Conditions described in this section. I understand that these  
Specific Terms and Conditions may change before a final award is put into place.

**APPLICANT AGENCY – Authorizing Official**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_