

**Notification of Grant Award (NOGA)
Older Americans Act (OAA) Title III Programs Grant Agreement**

Term of this Agreement: 10/01/2023 – 09/30/2024

Area Plan Fiscal Years: 10/01/2021 – 09/30/2025

BETWEEN

**Kansas Department for Aging and Disability Services
New England Building
503 S. Kansas Ave.
Topeka, Kansas 66603**

AND

**Central Plains Area Agency on Aging
271 West Third Street North
Wichita, Kansas 67202**

IN CONSIDERATION of the mutual promises, covenants, agreements contained herein, and for other good and valuable consideration, the parties agree that the Grantee shall furnish and deliver all the supplies and perform all the services as set forth herein.

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

1. Specific Terms and Conditions

A. 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 KDADS:** shall mean Kansas Department for Aging and Disability Services, and its employees, agents and representatives.
2. **Secretary:** shall mean the Secretary for Kansas Department for Aging and Disability Services.
3. **Grantee:** shall mean Grantee's legal name and its employees, agents and representatives.
4. **May:** denotes the permissive.
5. **Grant and/or Award:** denote this document, which sets forth the Grant requirements.
6. **Shall:** denotes the imperative.
7. **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.

2. Grant Award and General Information

- A. The Grantee, as an independent contractor and not as an agent or employee of KDADS, shall, in conformance with the 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 KDADS of the supplies or services set forth in the "Scope of Work" which is attached hereto as **Appendix B** and incorporated herein, all in accordance with the specifications and other requirements applicable to and referenced therein and as set forth in the award.
- B. The work required by this Grant shall be completed in accordance with the respective dates specified in the Grant, or as requested by KDADS. Acceptance of any late deliveries shall not be deemed a waiver of KDADS' 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. The Scope of Work is set forth in **Appendix B**, a copy of which is attached and integrated herein by this reference.

- 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 Appendix A. The Grantee shall only be paid for actual work performed and services delivered within the "Scope of Work."
- D. The term of this Grant is as set forth in the Scope of Work in **Appendix B**. KDADS may, in its sole discretion, authorize an extension if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work within the funds already made available. An extension may be made for this purpose and must be requested and made prior to the originally established expiration date. If an extension is granted, it shall be reflected in a written document signed by all the Parties hereto.

3. Principal Place of Performance

- A. The counties served through this Grant include:
Butler, Harvey, Sedgwick

4. Inspection and Acceptance

- A. Inspection and acceptance of all submittals shall be accomplished by the Grant 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 this Grant is subject to further inspection. If work is found to NOT be in conformance with the Grant, the Grantee will be required to perform the required work at no additional cost, or further payment will be withheld until work is performed in compliance with the Grant.
- D. Grantee shall be subject to audits and/or compliance reviews at any time KDADS deems necessary.

5. Notices and Correspondence

- A. All notices required or which may be given pursuant to this Grant shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Grant unless otherwise directed by KDADS.

B. All notices and correspondence to KDADS shall be sent to:

Secretary, Kansas Department for Aging and Disability Services
New England Building
503 S Kansas Avenue
Topeka, KS 66603-3404

With copies to:

Chief Counsel, Legal Division
Kansas Department for Aging and Disability Services
503 S Kansas Avenue
Topeka, KS 66603-3404

C. All correspondence to the Grantee be sent to:

Annette Graham
Central Plains Area Agency on Aging
271 West Street North
Wichita, Kansas 67202

6. Funding

A. Budget Changes

The line item budget submitted as part of the area plan application shall be included as **Appendix C** and the Grantee shall utilize Grant funds in a manner consistent with the proposed total budget for each modality and the restrictions found elsewhere with these Grant conditions. Prior written approval will be required for budget revisions according to the Kansas Department on Aging Field Service Manual. Any changes in Personnel and Indirect Costs, if applicable, will require prior written approval from KDADS.

B. 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.

C. Unearned Grant Funds

1. 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 KDADS within thirty (30) calendar 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 KDADS. The Grantee shall remit the amount due by check or money order payable to KDADS as coordinated with the Grantee.
2. Grantees may keep any interest or other investment income earned on advances of KDADS 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 KDADS Grant funds to the Grantee. Upon the close out of each Grant term, the Grantee shall

report to KDADS all applicable investment income earned on advanced Grant funds. Any and all investment income earned and for which there is a lack of documentation verifying the reinvestment of such income in the Grant, shall be paid to KDADS within thirty (30) calendar days from the end of each Grant term.

- 3. For Grants based on performance measures rather than line item budgets, recoupment of Grant funds will be based on non-compliance of performance.

D. Program Income

Unless otherwise specified in the Grant, program income received or accrued to 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.

E. Supplantation Of Grant Funds

The 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.

F. Subcontracts

Grantee may enter into subcontracts only with prior written consent from KDADS.

- G. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

- H. OAA Title III funds are contingent upon KDADS receiving obligational authority from the Federal Government.

7. Payments

- A. Unless otherwise provided, KDADS shall pay amounts due and payable within thirty (30) days after receipt of a valid and approved invoice. Total compensation shall not exceed:

Funding Source	Approved Project Period	Amount
Area Plan Administration	10/01/2023 –09/30/2024	\$110,827

Title III-B Supportive Services	10/01/2023 – 09/30/2024	\$488,384
Title III-C(1) Congregate meals	10/01/2023 – 09/30/2024	\$784,814
Title III-C(2) Home Delivered Meals	10/01/2023 – 09/30/2024	\$605,688
Title III-D Disease Prevention and Health Promotion Services	10/01/2023 – 09/30/2024	\$43,987
Title III-E National Family Caregiver Support Program	10/01/2023 – 09/30/2024	\$310,996
Nutrition Services Incentive Program (NSIP)	10/01/2023 – 09/30/2024	The grantee will be paid \$0.65, less NSIP commodity value, for each meal served that meets the requirements stated in Section 311 of the OAA.*
Non-Federal B, C-1 & C-2 Services (KDADS State Match)	10/01/2023 – 06/30/2024	\$104,950
Non-Federal (KDADS State Non-Match)	10/01/2023 – 06/30/2024	\$1,249,794

*NSIP allocations may only be used to purchase domestically produced food such as milk, fruit, vegetables, protein products, etc. that are used in a meal. NSIP allocations may not be used to pay for administration or other nutrition services such as education or counseling. *

B. The last payment request shall be marked "FINAL" and submitted by the Grantee promptly following completion of the work under this Grant, but in no event later than forty-five (45) days from the date of such completion. The following Release shall be on the Final Invoice: **Central Plains Area Agency on Aging** understands and agrees that final payment is being made in the amount above and it releases the Grantee and KDADS from any further claims under this Grant, subject to KDADS Grant close-out procedures. After payment of the Final Invoice (Final Payment), no further amount shall be due or payable by KDADS under this Grant."

8. Modifications Subject to Funding Changes

- A.** The State of Kansas' current financial situation does not make it possible for KDADS to make firm, unalterable financial commitments. In the event KDADS determines lack of funding requires a modification of this Agreement, KDADS reserves the right to renegotiate terms and conditions of the Agreement with the Grantee. The Grantee agrees to cooperate with KDADS in negotiating this Agreement should KDADS determine that such modification is necessary to manage the resources available to KDADS.
- B.** In the event KDADS is subject to a formal reduction or allotment, KDADS 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) calendar 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, KDADS, will, in good faith, negotiate regarding the terms of the Agreement.

9. Data

- A. KDADS 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 KDADS Technical Representative as soon as possible upon discovering any data deficiency. KDADS Technical Representative shall take prompt and reasonable action to reconcile or remedy the data deficiency(ies).
- B. The Grantee may have access to private or confidential data maintained by KDADS 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 KDADS promptly at the request of KDADS 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 KDADS, will destroy or render it unreadable.

10. Reporting Requirements

The Grantee shall submit any required reports in accordance with **Appendix B**. Failure to report by the required date could result in the delay and/or loss of funds.

11. Special Grant Requirements

The Provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto as **Appendix A**, are incorporated in this contract and made a part thereof.

12. No Waiver of Conditions

Waiver of a breach in performance of any term of this Agreement by KDADS shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

13. Compliance with Laws and Regulations

The Grantee agrees that it will comply with all federal, state, and local laws and regulations in effect at any time during the course of this Grant. Upon request, the Grantee shall certify to KDADS that 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.

14. Termination

- A. Grant Termination:** KDADS may terminate this Grant without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds. In the event that Grantee fails to perform a material provision of this Grant, KDADS may, in addition to such other remedies provided for by law, terminate this Grant or delay payment until KDADS verifies Grantee's performance hereunder.
- B. Termination Due to Lack Of Funding Appropriation:** If in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this Grant and for the payment of the charges hereunder, KDADS may terminate this Grant at the end of its current fiscal year. KDADS agrees to give written notice of termination to the Grantee at least thirty (30) days prior to the end of its current fiscal year. KDADS 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 KDADS or the Grantee.
- C. Termination for Convenience:** KDADS may terminate performance of work under this Grant in whole or in part whenever, for any reason, KDADS shall determine that the termination is in the best interest of the State of Kansas. In the event that KDADS elects to terminate this Grant pursuant to this provision, the Grantee will be provided written notice at least thirty (30) calendar 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 may have not been terminated by the notice.
- D. Rights and Remedies:**
1. If this Grant is terminated, KDADS, in addition to any other rights provided for in this Grant, may require the Grantee to transfer title and deliver to KDADS, in the manner and to the extent directed, any completed materials. KDADS shall be obligated only for those services and materials rendered and accepted prior to the date of termination.
 2. In the event of termination, the Grantee shall receive payment pro-rated for that portion of the Grant period services were provided to and/or goods were accepted by KDADS subject to any offset by KDADS for actual damages including loss of federal matching funds.
 3. The rights and remedies of KDADS provided for in this Grant shall not be exclusive and are in addition to any other rights and remedies provided by law.

15. Force Majeure

Neither Party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of nature, fires, quarantine, strikes other than by the Parties' employees, and freight embargoes.

16. General Relationship

The Grantee agrees that 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 KDADS and shall have no authority to represent KDADS as an agent.

17. 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:

1. Appendix A: (Contractual Provisions Attachment "DA-146a")
2. The Grant
3. Appendix B: Scope of Work
4. Appendix C: Line Item Budget
5. Other provisions of this Grant, whether incorporated by reference or otherwise.

18. Governing Law, Consent to Jurisdiction

- A. This Grant, and any amendment, modification, agreement, contract or transaction pertaining thereto, or which is 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.
- B. Any dispute arising out of, or any suit or other proceedings pursuant to or arising out this Grant, and any amendment, modification, agreement, contract or transaction pertaining thereto, or which is 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.

19. Severability

Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted.

20. Reviews and Hearings

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

21. 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.

22. Hold Harmless

The Grantee shall indemnify KDADS 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.

23. Web Development

Any web site, web pages, or web-based applications developed by Grantee for KDADS shall be in compliance with all Kansas Office of Information Technology Services (OITS) policies. In addition, the web content must be in compliance with KDADS' web standards (KDADS-ITS Standard 3401.04), available upon request.

24. Ownership

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

25. Care of State Property

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

26. Criminal Provision

By acceptance of this Grant, the Grantee declares and assures that they have not been convicted for 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 that any employees hired for this Grant are not on any criminal register (i.e., Adult Protective Services Register).

27. Debarment of State Contracts

A. As part of the Code of Federal Regulations (45 C.F.R. Part 76) as amended, all governmental entities receiving funding from the Federal Government must participate in a government wide system for non-procurement debarment and suspension.

- B. 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 KDADS is authorized to impose debarment. Before any person or entity enters into an agreement, grant or contract with KDADS, the "Excluded Parties Lists" (located at the web site (www.sam.gov)) shall be researched for potential debarred persons or entities.
- C. Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

28. Records

A. Accounting System

The Grantee's accounting system shall meet generally accepted accounting principles.

B. 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.

C. Retention of Records and Reports

1. Unless otherwise specified in this Grant, 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 of the five (5) year period or for one (1) year following the termination of litigation, including all appeals, whichever is longer. Grantee shall notify KDADS of any circumstances which impair the integrity or security of such materials during the retention period.

2. The Grantee agrees that authorized federal and state representatives, including but not limited to, personnel of KDADS; 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.
3. Grant records and documents must be made available for inspection by KDADS personnel or their associates within a reasonable timeframe.

29. Monitoring Policy Requirements

A. State Audit and Monitoring

1. In general, audits must be conducted in accordance with the provisions contained in 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, including 2 CFR 200, Subpart F, Cost Principles, Audit Requirements for Federal Awards, and Final Rule, the provisions of which apply to Section 29.A. of this Grant.
2. Entities that expend \$750,000 or more during their fiscal year in Federal awards must have an audit in compliance with provisions of the Uniform Requirements. The audit must:
 - a. Be conducted in accordance with Generally Accepted Government Auditing Standards.
 - b. Have a determination whether the financial statements of the organization are presented fairly in all material respects in accordance with generally accepted accounting principles. They must include a Schedule of Expenditures of Federal Awards (SEFA) and opine whether it is stated fairly in all material respects in relation to the financial statements taken as a whole.
 - c. **Include Internal Control testing** – the auditor must perform procedures to obtain an understanding of internal control over Federal and State programs and determine the sufficiency of those controls over Federal and State programs.
 - d. **Include Compliance testing** – the auditor must determine whether the organization has complied with Federal and State statutes, regulations, and the terms and conditions of Federal and State awards that may have a direct and material effect on major programs.
3. Entities that do not fall under the audit requirements noted above (i.e., have federal funding under the \$750,000 threshold, have a federal/state funding mix or are entirely state funded) must have an audit or may be subject to internal monitoring performed by KDADS staff in accordance with 2 CFR 200 Subpart F, including but not limited to 2 CFR § 200.501 and 2 CFR § 200.503. The audit requirements **must** be determined at the time of the negotiation of the award and approved by KDADS Audit Division.

Audits **must** include at a minimum:

- a. A financial audit of the entity conducted in accordance with generally accepted auditing standards. It should assess the extent to which the Center's financial reports fairly reflect the Center's financial condition and shall include a statement of financial position, statement of activities, and statement of cash flows. There shall also be (1) a schedule of award expenditures for the period covered by the recipient's financial statements, (2) a schedule of findings and questioned costs, and (3) a summary schedule of prior audit findings.
 - b. A report on internal controls and assessment of accountability and controls over grant funds.
 - c. A report on compliance that addresses the entity's compliance with:
 - 1. Administrative requirements and cost principles contained in any applicable federal cost circular/guidance.
 - 2. Guidance in the Code of Federal Regulations for the programs being reviewed.
 - 3. KDADS grant award terms and conditions and State of Kansas statutes and regulations.
 - d. Any additional audit testing noted at the time of the award negotiation.
4. All entities receiving funding may be subject to internal monitoring of the grant activity and scope of work.
 5. KDADS Audit Division has the authority, under the provisions of this grant, and Federal and State law, as cited above, to conduct audits in addition to those conducted by an entity's contracted audit firm.
 6. The cost for a limited scope engagement may only be charged against the state award. The limited scope engagement may be conducted by either an independent auditing firm or by the KDADS Auditors.
 7. Internal monitoring conducted by KDADS may include reviewing reports submitted by the recipient, performing site visits to review financial and programmatic records and observe operations, reviewing the recipient's single audit or program-specific audit results, and evaluating audit findings and the recipient's corrective action plan. Internal monitoring can be done by KDADS program staff or could also include audits/monitoring by KDADS Auditors. The Grantee shall cooperate with KDADS staff at the initiation of and through the conclusion of an internal monitoring process should the monitoring process be undertaken.
 8. Audits required above shall be completed and submitted to KDADS within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. **If KDADS program staff have set a submission date for audit reports that is less than the requirement noted here, audits should be submitted comply with those instructions.** KDADS staff shall be given access, when requested, to all working papers prepared in the independent audit. KDADS reserves the right to audit Grantee at any time.

- a. Audit reports should be forwarded to:

Kansas Department for Aging and Disability Services
Commission for Financial and Information Services
Audit Division, New England Building
503 S. Kansas Ave
Topeka, Kansas 66603

- b. **They are to be sent electronically to** the audit_mailbox@kdads.ks.gov. Questions regarding this policy may be directed to the KDADS Financial and Information Services Commission, KDADS program staff, or the KDADS Procurement Manager. Payments resulting from award closeout activities should be made payable to KDADS and sent to the KDADS Procurement Manager at:

Kansas Department for Aging and Disability Services
Attn: Grants Manager, New England Building
503 S. Kansas Ave
Topeka, Kansas 66603

30. Monitoring Determination

- A. **Monitoring may consist of:** Program review of deliverables as reported and verified in the required Monthly Programmatic Reports, the Quarterly Cumulative Reports and the Year-End report.
- B. Should further monitoring be deemed necessary during the term of the grant, additional methods may be used.

31. Publicity Releases

All publicity releases and materials published in connection with the Grant shall conspicuously acknowledge support of the Kansas Department for Aging and Disability Services.

32. Lobbying

No appropriated funds may be expended by the recipient of a grant which includes federal funding 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 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.

33. Confidentiality, Privacy, HIPAA and HITECH

- A. Grantee shall strictly comply with applicable confidentiality and privacy laws and regulations, state or federal, and shall further comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), all as amended, and all regulations implementing the same. Grantee shall, at the direction of the KDADS, sign

a Business Associates Agreement ("BAA"). The failure of Grantee to timely execute a BA Agreement in the form presented by KDADS shall, at the option of the KDADS, be deemed a material breach of the Agreement.

1. Use and Disclosure of Protected Health Information

- a. Grantee is permitted/required to use and disclose Protected Health Information and Electronic Protected Health Information (collectively referred to as "PHI") as defined by HIPAA in any activity required to ensure compliance and fulfillment of obligations in this Grant. Grantee shall not disclose information in any manner KDADS is not allowed.
- b. Grantee shall: (1) not use or further disclose PHI other than as permitted or required by the this Grant or as required by law; (2) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Grant; (3) report to KDADS any use or disclosure of PHI not provided for by this Grant of which it becomes aware; (4) ensure that any agents, including subcontractor, to whom it provides PHI received from, or created or received by Grantee on behalf of, KDADS agrees to the same restrictions and conditions that apply to Grantee; (5) make PHI available in accordance with § 164.524; (6) make PHI available for amendment and incorporate any amendments to information in accordance with § 164.526; (7) make available the PHI required to provide an accounting of disclosures in accordance with § 164.528; (8) make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Grantee on behalf of, KDADS available to the Secretary of Health and Human Services for purposes of determining KDADS's compliance; (9) return or destroy all PHI received from, or created or received by Grantee on behalf of, KDADS that Grantee maintains in any form and shall not retain any copies of PHI or, if return or destruction is not feasible, extend the protections of this Grant to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of PHI infeasible.
- c. KDADS shall be authorized to terminate this Grant if it determines that Grantee has violated a material term of this Grant.

34. Conflict of Interest

The Grantee shall not knowingly employ, during the period of this Grant or any extensions to 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 to the State. Furthermore, the Grantee shall not knowingly employ, during the period of this Grant or any extensions to 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., as amended.

35. Signatures

This Grant (and any amendments, modifications, or waivers in respect thereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures e-mailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

36. Cooperation

The parties agree to fully cooperate with each other in the performance hereunder, and will execute such additional agreements, documents, or instruments, if any, as may reasonably be required to carry out the intent of this Grant.

37. Additional Assurances

The provisions of this Grant shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are necessary or useful to effectuate this Grant.

38. Binding Effect

The terms and acknowledgements set forth in the Agreement shall be binding upon the parties and shall inure to the benefit of the parties, and their respective successors, assigns, heirs, executors, administrators and representatives.

39. Dispute Among Contract Terms

In the event there is a dispute as to the priority and/or interpretation of contract terms, the parties intend that the following order shall control: First, the DA-146a; Second, the terms of the within Agreement; and Third, the Scope of Work.

40. Amendment, Modification and Assignment

Except as provided in Section 8.0 of this agreement, modification, amendment addendum or other alteration to this Grant shall be in writing and executed with the same formality as the original. This Grant shall not be assigned unless approved in writing by both parties hereto. All assignments not made pursuant to this provision are void.

41. Terms Read and Understood

The signatories to this Grant certify that they have read this Grant and all Exhibits attached hereto and/or incorporated herein, have had opportunity to confer with counsel and fully understand all of the terms. The parties acknowledge and represent that they enter into this Grant of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party.

42. Authorization

The person who executed this Grant by or on behalf of each respective party or individual, as applicable, represents and warrants that he/she has been duly authorized and empowered

to execute and deliver this Grant on behalf of such Party and that all necessary corporate approvals have been obtained.

43. 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.

44. Miscellaneous Provision

A. Attachments:

1. Appendix A – DA-146a Terms and Conditions
2. Appendix B – Scope of Work
3. Appendix C – Line Item Budget

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates set forth herein.

**KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES**

**CENTRAL PLAINS AREA AGENCY ON
AGING**

By: _____
Laura Howard, Secretary

By: _____
Annette Graham
Executive Director

Date: _____

Date: 10-31-23

APPENDIX A
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1 day of October, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor 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 contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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 that they are binding upon such subcontractor or vendor; (e) that

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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

APPENDIX B
SCOPE OF WORK: OAA FFY 2024
GRANT AGREEMENT

I. Introduction and Summary:

This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulation; (4) administrative regulation found in 45 CFR Part 75; (5) agency policies; and (6) Any additional terms and conditions and remarks on NoA.

By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved 4-year area plan(s) and will comply with the terms and conditions and other requirements of this award.

II. Term of the Grant:

The term of this Agreement shall from 10/01/2023 through 09/30/2024, unless earlier terminated pursuant to the provisions herein.

III. Services to be Provided:

a. Area Plan Administration

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.

b. Title III-B Supportive Services

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.

c. Title III-C(1) Congregate meals

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.

d. Title III-C(2) Home Delivered Meals

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.

e. Title III-D Disease Prevention and Health Promotion Services

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.
- ii. Funding for Title III Part D Section 361 of the OAA for Disease Prevention and Health Promotions may only be used for programs and activities which have been

demonstrated through rigorous evaluation to be evidence-based and effective. Further guidance may be found at the ACL website: <https://acl.gov/programs/health-wellness/disease-prevention>

f. **Title III-E National Family Caregiver Support Program**

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.

g. **NSIP**

- i. Grantee agrees to adhere by the Kansas Department on Aging Field Services Manual in addition to the approved four-year area plan.
- ii. NSIP is used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for state or local administrative costs.

IV. Deliverables and Reporting:

A. Reporting. In addition to Grantee's duties and obligations described elsewhere in this Agreement, Grantee shall prepare and deliver reports to KDADS as identified in the Kansas Department on Aging Field Service Manual and the annual AAA Calendar of Deadline and Dates.

B. Report Format. All Reports required herein shall be provided to KDADS in electronic format (portable document format) and sent to: Older American Act/Senior Care Act Program Manager at KDADSOAASCA@ks.gov. Such Reports shall itemize Grantee's progress for the reporting period. The last report shall be a cumulative report for the Agreement term.

C. The following release shall be on the FINAL financial report:

"Grantee hereby understands and agrees that final payment is being made in the amount above and it releases the Grantee and KDADS from any further claims under this Agreement, subject to KDADS contract close-out procedures. After payment of the Final Financial Report (Final Payment), no further amount shall be due or payable by KDADS under this Agreement."

V. State Resources to be Provided (If Applicable):

- A. OAA/SCA Program Manager
- B. OAA Nutritionist
- C. Aging Services Director

VI. Miscellaneous Provisions:

- a. Unless revised, the Federal Share, Computation of Grant, shall constitute a ceiling for federal participation in the approved cost.

- b. The federal share of a project cost is earned only when the cost is accrued, and the non-federal share of the cost has been contributed. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds.
- c. The State share of a project cost is earned only when cost is accrued and is only a percentage share of the total project cost. Receipt of state funds does not constitute earning of these funds.
- d. The Grantee agrees that prior approval will be obtained from KDADS to subcontract with an organization other than a not-for-profit organization.
- e. Calculation of earned funds must be followed per the Vermatch Page and all other budget pages.
- f. Grantee agrees to follow procedures as outlined in the current version of the Kansas Department on Aging Field Service Manual. [KANSAS DEPARTMENT ON AGING \(ks.gov\)](http://ks.gov)
- g. Grantee agrees to follow all requirements within the approved 4-year area plan application.

STATE OF KANSAS
Kansas Department for Aging and
Disability Services; and
Central Plains Area Agency on Aging

APPENDIX C
LINE ITEM BUDGET

Line Item Budget shall be provided to KDADS OAA SCA Program Manager at
KDADSOAASCA@ks.gov within 15 days of execution of this Agreement.

FFY2024 OAA Planning Allocation for Federally Funded Programs

August 21, 2023

The table below contains the FFY2024 allocations based on KDADS award from Administration for Community Living (ACL) dated February 12, 2023. The FFY2024 SGF Nutrition allocation is based on the appropriations bill passed by the 2023 Legislature and is split into two components - "Intrastate Funding Formula Allocation" and In-Home Nutrition Program (IHNP) set aside; and "Nutrition Performance Allocation." The Intrastate Funding Formula and IHNP set aside 2 component is allocated using the Kansas Intrastate Funding Formula for all funds, except the IHNP set aside. The IHNP set aside allocation is equal to each PSA's FFY2004 IHNP allocation. The Performance Allocation component is allocated using the FFY2019 total number of meals reported by each PSA.

PSA Name	Title III-B	Title III-C1	Title III-C(2)	Title III-D	Title III-E	Total Title III	State		
							Intra State funding Formula	Performance Allocation	SGF Total
Wy./Lv AAA	302,999	354,849	273,858	19,889	140,614	1,092,209	180,421	355,041	535,462
CP AAA	488,384	784,814	605,688	43,987	310,996	2,233,869	607,293	747,451	1,354,744
NW AAA	229,451	184,271	142,213	10,328	73,020	639,283	57,748	289,005	346,753
Jayhawk AAA	319,193	392,407	302,844	21,994	155,498	1,191,936	216,928	365,848	582,776
SE AAA	296,589	339,982	262,384	19,055	134,723	1,052,733	201,758	331,657	533,415
SW AAA	284,612	312,204	240,947	17,498	123,716	978,977	167,559	448,687	616,246
E Central AAA	212,583	145,148	112,019	8,135	57,517	535,402	191,182	266,307	457,489
NCFH AAA	337,580	435,051	335,755	24,384	172,396	1,305,166	287,428	738,535	1,025,963
NE AAA	210,390	140,061	108,094	7,850	55,502	521,897	43,893	259,934	303,827
S Central AAA	286,299	316,116	243,966	17,718	125,266	989,365	181,015	572,251	753,266
Johnson Cty AAA	368,787	507,429	391,614	28,440	201,077	1,497,347	159,021	376,764	535,785
Total	3,336,867	3,912,332	3,019,382	219,278	1,550,325	12,038,184	2,294,246	4,751,480	7,045,726

State General Fund (SGF)

Of the State General Funds allocated above, **\$542,730** must be budgeted and expended as "State Match." The table below reflects the amount each PSA must budget as "State Match."

State (SGF) Match

PSA #	Required State Match
01	49,233
02	104,950
03	27,129
04	54,100
05	47,307
06	43,707
07	22,059
08	59,626
09	21,400
10	44,214
11	69,005
Total	542,730

Title III-B Case Management

Of the Title III-B funds allocated above, \$79,277 must be budgeted and expended in FY 2024 for Case Management. The table below reflects the allocation by PSA which is equal to each PSA's FFY2000 Maintenance of Effort (MOE) requirements related to OAA authorizations.

III-B Case Management

PSA #	Case Management
01	7,190
02	15,903
03	3,734
04	7,951
05	6,889
06	6,326
07	2,941
08	8,816
09	2,838
10	6,406
11	10,282
	79,277

Area Agency Administration Allocation - Older Americans Act

The area agency administration allocation is 10% of the state's Title III service allotments. AAAs may use only Parts B, C (1), C (2) and/or E allocations to fund the federal share of administrative costs. However, AAAs may **use only up to 10%** of their part E allocation to fund administration cost. (That is, AAAs shall not use more than 10% of their Part E allocation to fund administration cost.)

Area Agency Administration Allocation	
PSAs 01-10	\$110,827
PSA 11	\$110,828

Nutrition Services Incentive Program (NSIP)

We recommend providers estimate NSIP revenues by multiplying the number of meals the provider plans to serve to eligible customers during FFY2024 times \$.65 per meal. The actual FY2019 Kansas award was approximately \$.74 per meal.

If you have questions or need further clarification, contact; the
KDADSOAASCA@ks.gov inbox or
 Jesse Becker @ jesse.becker@ks.gov
 Chris Ridge @ chris.ridge@ks.gov
 Brad Ridley @ brad.ridley@ks.gov