

MEMORANDUM OF AGREEMENT
between
KANSAS COORDINATING COUNCIL ON EARLY CHILDHOOD
DEVELOPMENTAL SERVICES
and
KANSAS STATE DEPARTMENT OF EDUCATION,
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,
KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES

This memorandum of agreement, effective July 1, 2015, is made between the Kansas Coordinating Council on Early Childhood Developmental Services (CCECDS) and the following State Agencies: the Kansas State Department of Education (KSDE), the Kansas Department of Health and Environment (KDHE), and the Kansas Department for Children and Families (KDCF).

PURPOSE:

Each of the parties to this Agreement has duties and responsibilities relating to services for Kansas children birth through age five years with or at risk of disabling conditions and their families. The CCECDS, also referred to as the State Interagency Coordinating Council (SICC), is established to ensure that a comprehensive service delivery system of integrated services is available in Kansas for all children with or at risk of developmental delays from birth through age five and their families. In furtherance of this mission, the CCECDS serves as liaison with local interagency coordinating councils (LICCs) and advises and assists the lead agency (KDHE) for Part C of the federal Individuals with Disabilities Education Act (IDEA). See KSA 74-7802. The parties to this memorandum agree as follows:

The CCECDS will:

- 1) Coordinate with state agencies (KSDE, KDHE, and KDCF) to ensure that a comprehensive service delivery system of integrated services is available in Kansas for all children with or at risk of developmental delays from birth through age five and their families.
- 2) Work in collaboration with leadership of the Special Education Advisory Council (SEAC) and the Early Childhood Advisory Council (ECAC) to maintain regular and ongoing communication and sharing of information between these councils.
- 3) Advise and assist the lead agencies, KDHE and KSDE, for IDEA Parts C and B 619 respectively, through CCECDS and committee meetings, including the Executive Committee, to address improvement activities, transition, public awareness, accountability, and other needs identified through Parts C and B Section 619 as related to state or federal performance requirements. This may also include reviewing strategic plans related to a variety of early childhood initiatives and activities in Kansas to ensure that the interests of young children

with disabilities and their families are addressed. Meetings will occur at least quarterly.

- 4) Coordinate with all the state agencies that are members of CCECDS on preparation of agendas to ensure all parties have input on upcoming CCECDS meetings. Staff will disseminate draft agenda, previous minutes, and written staff, committee and agency reports prior to the meeting, as available. Arrange facilities and logistics, prepare minutes and post on the website.
- 5) Facilitate communication and flow of information with the chairperson of each of the local ICCs in Kansas. The Part C coordinator, Part B Section 619 coordinator, coordinator of the Head Start State Collaboration Office (HSCCO), and the staff of the CCECDS will coordinate and develop a format to collect consistent data from the local ICC's. The staff of the CCECDS will attend a minimum of twelve (12) LICC meetings to assist them in meeting the requirements of KAR 28-4-565. Staff to the CCECDS will provide written reports to the CCECDS and to representatives of the state agencies at each scheduled meeting regarding the specific outcomes, data collected from local ICC's and anticipated follow-up activities of each local ICC technical assistance visit completed.
- 6) By August 30, 2015, provide an annual report to the Governor, to the Secretaries of KDHE and KDCF, and to the Commissioner of Education about the accomplishments of the council from July 1, 2014 to June 30, 2015. This report shall be separate from the Annual Performance Report (APR) submitted to the Office of Special Education Programs (OSEP) of the U.S. Department of Education. The report will address the activities of the CCECDS related to the duties detailed in MOA and progress toward the outcomes outlined in the annual strategic plan. The annual report will be posted on the CCECDS website.
- 7) Utilize a public notice process to announce vacancies on the Council and post online the selection process. Conduct an initial orientation of new members utilizing an orientation manual and conduct annual training of all members with records of participation during a fall full council meeting when all council members' appointments have been confirmed. Annual training will include review of council procedures, policies, roles, expectations, and responsibilities; and discussion of the current Memorandum of Agreement and the Strategic Plan.
- 8) Maintain a current membership directory on the ICC website which shall include names, constituencies represented, and term expiration.
- 9) Solicit information and opinions from concerned agencies, groups, and individuals on proposed policies and recommendations for the delivery of health, education, and social services of young children from birth through age five with or at risk for disabling conditions and their families KSA 74-7802 (a).
- 10) Other duties as outlined in federal and state laws and regulations.

The State Agencies will:

- 1) Provide funding for salary and operating expenses of 1.0 FTE CCECDS staff person to include travel to assist LICCs, contingent upon receipt of federal funds;
- 2) When feasible, provide support staff assistance to complete routine tasks, such as typing minutes and processing travel vouchers.
- 3) Provide funding for expenses as would be incurred by Council members in performance of Council duties;
- 4) Transfer funds to the CCECDS account as follows:
 - a) KSDE Part B Section 619 of IDEA agrees to transfer the sum of \$43,000;
 - b) KDHE Part C of IDEA, as amended, agrees to make available the sum of \$43,000;
 - c) KDCF agrees to transfer the sum of \$7,000 to support parent member participation in Council activities.
- 4) Provide consistent agency representation in attendance at all meetings of the CCECDS, including committee meetings. Every attempt will be made to provide representatives who are prepared to speak on behalf of their agency.
- 5) Give careful consideration to the recommendations, questions, and/or concerns that are forwarded to them by the CCECDS as part of its statutory mission {KSA 74-7802(a)} to advise and assist. Verbal or written responses will be provided, as appropriate.

It is mutually agreed that:

- 1) The CCECDS may appoint one staff person who will be assigned to the Council Chairperson, as provided in KSA 74-7803(b).
- 2) The CCECDS staff will be physically housed at KDHE or one of the participating agencies in this contract.
- 3) The CCECDS staff person shall be in the unclassified service under the Kansas Civil Service Act and shall receive compensation fixed by the CCECDS and approved by the governor. Such compensation shall be paid, subject to appropriations, from federal funds made available to the state for early childhood services for persons with disabilities per KSA 74-7803 (b). Annual work performance evaluation of the CCECDS staff person will be completed by the CCECDS chair with input from the full council.

This Agreement shall be in effect July 1, 2015 and is continuing in nature as hereinafter described until such time as it is terminated by any of the parties. The Agreement may be terminated upon the written mutual consent of the parties or upon thirty days (30) written notice of termination from one party to the others. Upon termination, each party shall be relieved of any obligation to be performed after the date of said termination and if any funds contributed by a

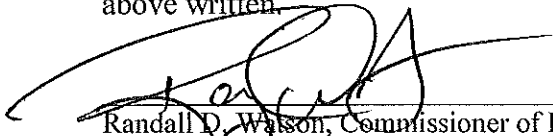
party are not needed to provide for obligations incurred to the date of terminations, said funds shall be refunded to the party that contributed the same.

The Agreement shall be revised and updated by June 1 of each year by the parties to this Agreement or whenever a major organizational change occurs. Such review shall be for the purpose of modification, clarification or redefinition of any provision as deemed necessary. Any modifications shall require review by the signing parties.


Each party certifies by its representative's signature hereon that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any Federal department or agency.

The provisions contained in the contractual provisions attachment (Appendix A) and the Compliance with the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protection" attachment (Appendix B) are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

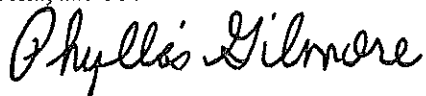
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the date first above written.



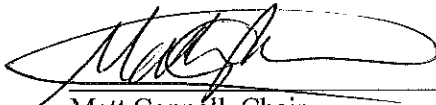
Randall D. Watson, Commissioner of Education Date 10/2/18
KS State Department of Education
120 SE 10th Street
Topeka, KS 66612



Dr. Susan Mosier, Secretary Date 9.30.15
KS Department of Health and Environment
1000 SW Jackson
Topeka, Ks 66612



Phyllis Gilmore, Secretary Date 9-22-15
KS Department for Children and Families
914 SW Harrison
Topeka, KS 66612



Matt Connell, Chair Date 8-19-15
CCECDS

Appendix A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

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. 06-12), 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 2 day of October, 2015.

- 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 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 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or 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 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) if it is determined that 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

- 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.

COMPLIANCE WITH THE
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR
EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,

- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee. Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: Gross mismanagement of a federal contract or grant;
A gross waste of federal funds;
An abuse of authority relating to a federal contract or grant;
A substantial and specific danger to public health or safety; or,
A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

A Member of Congress or a representative of a Congressional committee; An Inspector General;
The Government Accountability Office;
A federal employee responsible for contract or grant oversight or management at the relevant agency; An official from the Department of Justice, or other law enforcement agency;
A court or grand jury; or,
A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.