

3
4 **SENATE BILL No. 170**

5
6 By Committee on Ways and Means

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8 1-30

9
10 AN ACT **relating to certain moneys in certain trust funds;** concern-
11 ing the Kansas children's cabinet; ~~relating to~~ **and the sunflower foun-**
12 **dation; authorizing certain** agreements with not-for-profit founda-
13 tions or other ~~entity~~ **entities;** concerning investment of certain
14 moneys; ~~requiring approval by the attorney general~~ **prescribing pro-**
15 **cedures, guidelines and conditions precedent for certain ex-**
16 **penditures by, and providing for the composition of the board**
17 **of trustees of, the sunflower foundation.**

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19 *Be it enacted by the Legislature of the State of Kansas:*

20 Section 1. (a) The Kansas children's cabinet is hereby authorized to
21 negotiate and enter into an agreement with a not-for-profit foundation
22 or other not-for-profit entity to receive, administer and invest any moneys
23 donated, bequeathed, granted, awarded or contributed from any private
24 or public source outside the state treasury for the general benefit of the
25 programs sponsored by the Kansas children's cabinet or for specific cap-
26 ital improvements, projects, programs, activities or events for the benefit
27 of the children of Kansas. All moneys received for such purposes by the
28 not-for-profit foundation or other entity, and all interest earned thereon,
29 shall be deposited, administered and disbursed by the not-for-profit foun-
30 dation or other entity to the Kansas children's cabinet in accordance with
31 the agreement, after payment of any applicable fees or expenses author-
32 ized by the agreement. ~~The Kansas children's cabinet shall not enter into~~
33 ~~any agreement with the not for profit foundation or other entity under~~
34 ~~this section until the agreement has been reviewed and approved by the~~
35 ~~attorney general.~~ **In addition to other duties under law, the attorney**
36 **general shall advise and serve as legal counsel for the Kansas chil-**
37 **dren's cabinet with respect to all agreements entered into by the**
38 **Kansas children's cabinet under this section.**

39 (b) Upon receipt of any such moneys by the Kansas children's cabi-
40 net, the cabinet shall remit the entire amount of the remittance to the
41 state treasurer. Upon receipt of each such remittance, the state treasurer
42 shall transfer such moneys to such funds, organizations or grantees as
43 specified by the Kansas children's cabinet.

1 **Sec. 2. All expenditures by the “Sunflower Foundation:**
2 **Health Care for Kansans,” a not-for-profit corporation which was**
3 **created pursuant to the settlement agreement entered into by the**
4 **parties and approved by the court in the case of Blue Cross and**
5 **Blue Shield of Kansas, Inc., vs. Carla Stovall, Kansas Attorney Gen-**
6 **eral, Case No. 97CV000608, Shawnee County District Court, and**
7 **which is referred to in this act as the sunflower foundation, for**
8 **purposes for which the moneys credited to the children’s initiatives**
9 **fund may be expended shall be subject to approval by the Kansas**
10 **children’s cabinet established by K.S.A. 38-1901 and amendments**
11 **thereto. All such expenditures by the sunflower foundation shall**
12 **be subject to and shall be made in accordance with the same guide-**
13 **lines, conditions and restrictions prescribed by law for expendi-**
14 **tures from the children’s initiatives fund by subsection (b) of K.S.A.**
15 **38-2102 and amendments thereto.**

16 **Sec. 3. (a) On and after the effective date of this act, all mem-**
17 **bers of the board of trustees of the sunflower foundation shall be**
18 **appointed as prescribed by this section.**

19 **(b)(1) On or after the effective date of this act, upon the expi-**
20 **ration of the term of office of the members of the board of trustees**
21 **of the sunflower foundation who were first-appointed and who**
22 **were appointed to a one-year term, successors shall be appointed**
23 **to such membership offices on the board of trustees for three-year**
24 **terms in accordance with and subject to the provisions of the con-**
25 **stitution and bylaws of the sunflower foundation and the settle-**
26 **ment agreement which prescribe the qualifications and composi-**
27 **tion of the board of trustees, except that (A) one such office shall**
28 **be filled by appointment by the governor from among the persons**
29 **nominated for the office by the community advisory committee as**
30 **provided in the settlement agreement, (B) one such office shall be**
31 **filled by appointment by the speaker of the house of representa-**
32 **tives from among the persons nominated for the office by the com-**
33 **munity advisory committee as provided in the settlement agree-**
34 **ment, and (C) the remaining such office shall be filled by**
35 **appointment by the president of the senate from among the per-**
36 **sons nominated for the office by the community advisory commit-**
37 **tee as provided in the settlement agreement.**

38 **(2) On or after the effective date of this act, upon the expiration**
39 **of the term of office of the members of the board of trustees of**
40 **the sunflower foundation who were first-appointed and who were**
41 **appointed to a two-year term, successors shall be appointed to such**
42 **membership offices on the board of trustees for three-year terms**
43 **in accordance with and subject to the provisions of the constitution**

1 and bylaws of the sunflower foundation and the settlement agree-
2 ment which prescribe the qualifications and composition of the
3 board of trustees, except that (A) one such office shall be filled by
4 appointment by the governor from among the persons nominated
5 for the office by the community advisory committee as provided
6 in the settlement agreement, (B) one such office shall be filled by
7 appointment by the minority leader of the house of representatives
8 from among the persons nominated for the office by the commu-
9 nity advisory committee as provided in the settlement agreement,
10 and (C) the remaining such office shall be filled by appointment
11 by the minority leader of the senate from among the persons nom-
12 inated for the office by the community advisory committee as pro-
13 vided in the settlement agreement.

14 (3) On or after the effective date of this act, upon the expiration
15 of the term of office of the members of the board of trustees of
16 the sunflower foundation who were first-appointed and who were
17 appointed to a three-year term, successors shall be appointed to
18 such membership offices on the board of trustees for three-year
19 terms in accordance with and subject to the provisions of the con-
20 stitution and bylaws of the sunflower foundation and the settle-
21 ment agreement which prescribe the qualifications and composi-
22 tion of the board of trustees, except that, of such offices, (A) the
23 office of the member appointed by Blue Cross and Blue Shield of
24 Kansas, Inc., shall be filled by appointment by the governor from
25 among a list of three or more persons who shall be nominated for
26 the office by the Blue Cross and Blue Shield of Kansas, Inc., (B)
27 one of the two remaining appointments for such offices shall be
28 filled by appointment by the speaker of the house of representa-
29 tives from among the persons nominated for the office by the com-
30 munity advisory committee as provided in the settlement agree-
31 ment, and (C) the last remaining appointment for such offices shall
32 be filled by appointment by the president of the senate from
33 among the persons nominated for the office by the community
34 advisory committee as provided in the settlement agreement.

35 (c) In the case of a vacancy existing on or after the effective
36 date of this act in the office of any member of the board of trustees
37 of the sunflower foundation, the vacancy shall be filled for the
38 unexpired term by appointment in accordance with and subject to
39 the provisions of the constitution and bylaws of the sunflower foun-
40 dation and the settlement agreement which are applicable to the
41 appointment of a member to the vacant office, except that such
42 vacancy shall be filled by appointment from among the persons
43 nominated for the office by the community advisory committee as

1 provided in the settlement agreement by the officer who is speci-
2 fied by subsection (b) to appoint successors to the office of the
3 member upon expiration of the term of such office.

4 (d) The provisions of this section shall not affect the office of
5 any member of the board of trustees of the sunflower foundation
6 who is appointed to such board of trustees prior to the effective
7 date of this act, except as specifically provided in any case of a
8 vacancy in such office existing on or after the effective date of this
9 act.

10 (e) As used in this section “settlement agreement” means the
11 settlement agreement entered into by the parties and approved by
12 the court in the case of Blue Cross and Blue Shield of Kansas, Inc.,
13 vs. Carla Stovall, Attorney General, Case 97CV000608, Shawnee
14 County District Court.

15 Sec. 4. The sunflower foundation and the board of trustees of
16 the sunflower foundation are hereby made subject to and shall
17 comply with the provisions of the professional services sunshine
18 act, K.S.A. 75-37,130 through 75-37,135 and amendments thereto.

19 Sec. 5. If any provision or clause of this act or application
20 thereof to any person or circumstances is held invalid, such inva-
21 lidity shall not affect other provisions or applications of the act
22 which can be given effect without the invalid provision or appli-
23 cation, and to this end the provisions of this act are declared to be
24 severable.

25 Sec. ~~2~~ 6. This act shall take effect and be in force from and after its
26 publication in the ~~statute book~~ **Kansas register**.

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