

**JUVENILE JUSTICE AUTHORITY
OJJDP NOTIFICATION OF GRANT AWARD**

_____ Title II Formula Grant
 _____ DMC
 _____ Native American Pass Through
 _____ Prevention Trust Fund

_____ Title V Delinquency Prevention Grant
 _____ Juvenile Accountability Incentive Block Grant
 _____ Other _____
 _____ Other _____

Grantee's Name Sedgwick County Department of Corrections Family Art		Granting Agency Juvenile Justice Authority	
Grantee's Address (street, city, state, zip) 700 S Hydraulic Wichita, KS 67211		SMART Vendor Identification Number 0000062778	
Grant Number OJJ-2013V-33-03	Grant Award \$ 24,321.00	Grant Period From: <u>10/01/12</u> To: <u>9/30/2013</u>	
Grantee's Phone Number <u>316-660-9750</u>	FFY <u>2010/2011</u> SFY <u>2013</u>	CFDA <u>16.548</u> PCA <u>57151</u>	FUND <u>3308</u> BU <u>3222/3223</u>

PROJECT BUDGET AND FUNDING

1 Personnel	\$ <u>19,015.00</u>
2 Employer Taxes & Fringe Benefits	\$ <u>3,388.00</u>
3 Travel	\$ _____
4 Equipment	\$ _____
5 Supplies	\$ _____
6 Consultants	\$ <u>1,918.00</u>
7 Other (Specify) _____	\$ _____
8 Other (Specify) _____	\$ _____
9 Other (Specify) _____	\$ _____
10 Grant Award Amount	\$ <u>24,321.00</u>
11 Cash Match\In-Kind	\$ <u>12,161.00</u>
12 TOTAL (Sum of Lines 10 and 11)	\$ <u>36,482.00</u>

SEE PAGE 2 FOR GRANT AWARD CONDITIONS

We approve this grant and the provisions set forth in the grant proposal.

Authorized State Official

Name Terri Williams

Title Acting Commissioner

Signature _____

Date _____

Authorized/Grantee Official

Name Tim Norton

Title Sedgwick County Commission, Chairman

Signature _____

Date _____

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. 04-11), 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 1st day of October 2012.

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."

Head of Agency, Title

Signature Tim R. Norton, BOCC Chairman

Date _____



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1005 E. 2nd Street

Wichita, Sedgwick County, KS 67214

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Sedgwick County Department of Corrections, 700 S. Hydraulic
Wichita, KS 67211

Family Aggression Replacement Training

48-6000798

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Tim R. Norton, BOCC Chairman

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

EEOP CERTIFICATION FORM

Recipient Name and Address: Sedgwick County Dept. of Corrections, 700 S. Hydraulic,
Family Aggression Wichita, KS 67211
Grant Title: Replacement Training Grant Number: OJJ-2013V-33-03 Award Amount: \$24,321

Contact Person Name and Title: Jodi Tronsgard, Project Manager Phone Number: (316) 660-7018

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027. Certification forms and instructions for EEOP can be found at the following website <http://www.ojp.usdoj.gov/ocr/eeop.htm>

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|---|---|
| <input type="checkbox"/> Recipient has less than 50 employees | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tim R. Norton [responsible official], certify that the Sedgwick County [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Sedgwick County Human Resources [organization], at 510 N. Main, 3rd Floor, Wichita, KS 67203 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title Signature Date

Tim R. Norton, BOCC Chairman

**Grant Assurances for Federal Juvenile Justice and Delinquency
Prevention Act Grant Program**

**Kansas Advisory Group
On
Juvenile Justice and Delinquency Prevention
Kansas Juvenile Justice Authority**

Subgrantee: Sedgwick County Commission

Award #: OJJ-2013V-33-03

Award Period: 10/01/2012 to 09/30/2013

Award Amount: \$ 24,321.00

Award Match: \$12,161.00

The grant award listed above is available for expenditure in accordance with the agency's approved application under the Juvenile Justice Delinquency Prevention Act (JJDP A) as established, by the Juvenile Justice Delinquency Prevention Act of 2002 P.L. 93-415(1974) §501 *et seq.*, codified as amended at 42 USC 5633 *et seq* and amendments. The grant funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Advisory Group on Juvenile Justice and Delinquency Prevention (KAG) and the Kansas Juvenile Justice Authority (JJA). The funds distributed shall be used for juvenile justice and delinquency prevention purposes as allowed by 42 U.S.C. §5633 *seq* and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the JJA.

The Catalog of Federal Domestic Assistance, or CFDA, number for the JJDP A Program is 16.540 for Title II Formula and 16.548 for Title V. This document contains information specific to this federal grant program.

With acceptance of this grant award, the Subgrantee agrees to the following:

- 1. APPROVED PURPOSES:** Grant funds awarded as a result of the Subgrantee's grant application shall be expended only for the purpose approved by the JJA and in accordance with any terms and conditions the JJA attaches to the grant award. The Subgrantee assures that grant funds will not be used to supplant federal, state or local funds that would otherwise be available for juvenile justice and delinquency prevention purposes. Grant funds may not be used for construction and/or purchase of land. All terms of the grant award are non-negotiable by the Subgrantee.
- 2. COMPLIANCE WITH REGULATIONS, POLICIES & PROCEDURES:** The Subgrantee assures compliance with all applicable state and federal laws and regulations, including, but not limited to, provisions of the JJDP A Act of 2002 as amended, the provisions of 28 CFR applicable to grants, the JJDP A Program Guidelines including the most recent Title II Formula Regulations (28 CFR 31) and/or Title V Delinquency Prevention Program Guideline, Federal Register, Vol. 59, No. 146, August 1, 1994, the Reporting Requirements as established by the JJA and the requirements of the Federal Office of Justice Program's Financial

Guide, effective edition. (To obtain a copy of the Financial Guide, please contact the U.S. Department of Justice Response Center at 1-800-458-0786 and/or access the guide on-line at www.ojp.usdoj.gov/oc)

3. **REPORTING REQUIREMENTS:** The Subgrantee agrees to comply with any evaluative, performance measurement, statistical, or financial reporting requirements required by the Federal JJDPA Program, the JJA, and/or the KAG.
4. **TIME AND ACTIVITY:** The Subgrantee agrees to keep daily time and activity records for all staff funded by this grant project which documents the services and grant projects which the staff person worked on and the time spent providing the services or programs. Job descriptions for all grant-funded staff will be maintained by the Subgrantee and available for review. These grant funds will be utilized for the provision of approved services only and the job descriptions must reflect this requirement. The time and activity records must be signed by the staff member and supervisor and must be maintained in the grant files and the employees' files. These requirements extend to outside employees and persons who will perform contractual work.
5. **NON-SUPPLANTING:** Federal funds may not replace (supplant) non-federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.
6. **PUBLISHED MATERIAL:** All issued statements, publicity releases, or other documents describing the funded grant projects, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

For all printed materials:

“This grant project is funded or partially funded by the Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice and the Kansas Juvenile Justice Authority.”

For all printed materials that reflect opinions, findings or conclusions:

“This grant project is funded or partially funded by the Office of Juvenile Justice and Delinquency Preventions, U.S. Department of Justice and the Kansas Juvenile Justice Authority. The opinions, findings, and conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice, the Kansas Juvenile Justice Authority, or the Kansas Advisory Group.”

7. **EQUAL OPPORTUNITY EMPLOYMENT:** The Subgrantee assures that it has formulated an equal employment opportunity program (EEOP) if required by federal and state law or has completed a certification of exemption. The Subgrantee also assures that it has provided to the JJA the name of a civil rights person who has lead responsibility for insuring that all applicable civil rights requirements are met. This person shall act as liaison in civil rights with the U.S.

8. **CIVIL RIGHTS AND NON-DISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee will comply with all applicable nondiscrimination requirements including, but not limited to, the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *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 Disability Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended 42 U.S.C. § 6101, *et.seq.*; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39. The Subgrantee agrees that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the Subgrantee, the Subgrantee will forward a copy of the findings to the JJA and the U.S. Department of Justice, Office of Civil Rights, Office of Justice Programs.
9. **LIMITATION ON LOBBYING ACTIVITIES:** The Subgrantee understands that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the U.S. Department of Justice, Office of Justice Programs and the Kansas Juvenile Justice Authority.
10. **LIMITED ENGLISH PROFICIENCY:** The Subgrantee assures that reasonable steps have been or will be taken to ensure meaningful access by persons with limited English proficiency that are eligible for assistance or services from any Subgrantee program assisted under JJDPA. Further guidance can be found at DOJ's *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at www.lep.gov.
11. **FEDERAL CIVIL RIGHTS LAWS:** The subrecipient understands and agrees that it has a responsibility to comply with applicable federal civil rights laws. The subrecipient agrees to comply with JJA's Methods of Administration for federal civil rights laws and to provide supporting documentation during the site review or upon request by JJA or the Department of Justice's Office of Civil Rights. *Further guidance can be found at the office of Justice Programs, <http://www.ojp.usdoj.gov/about/offices/ocr.htm>.*
12. **ACCOUNTING:** The Subgrantee assures that grant fund accounting, auditing, and monitoring procedures as may be necessary to maintain records as the JJA prescribes will be employed to ensure fiscal control, proper management and proper expenditure of grant funds. The Subgrantee shall maintain books, records, documents and other evidence to summarize costs in such a manner so as to identify the costs directly with the delivery of services outlined in the approved grant application. This means that at a minimum:

- (a) The Subgrantee will keep records which segregate the grant funds from all other funds received by the Subgrantee, to keep its accounting for this grant project separate from the accounting of other funds and to spend and report in accordance with the approved grant project budget by program and budget line items; and
- (b) The Subgrantee will keep supporting documentation for all direct costs charged to this grant project. It is understood that this includes invoices and other financial documentation for all paid expenses; the portion of the grant project supplied by other sources of revenue; contracts for services; and other records which facilitate an effective grant review.
- (c) The subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including:

OMB Circular A-21 “Cost Principles for Educational Institutions”
 OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments”
 OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments”
 OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations”
 OMB Circular A-122 “Cost Principles for Non-Profit Organizations”
 OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Institutions”
 Executive Order 12372 “Intergovernmental Review of Federal Programs”
 28 CFR Part 66 “Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments”
 28 CFR Part 67 “Government-wide Debarment and Suspension”
 28 CFR Part 83 “Government-wide Requirements for Drug-free Workplace”
 28 CFR Part 69 “New Restriction on Lobbying”

For additional information on grants management and to obtain copies of current circulars, please visit OMB website at www.whitehouse.gov/OMB/grants/index.html

- 13. **RECORDS:** The Subgrantee agrees that all records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by JJA as well as Federal personnel. The Subgrantee assures that all financial records, supporting documentation, statistical records and all other records pertinent to the grant award shall be retained by the Subgrantee for at least **three years** following the end of the grant project period.
- 14. **EQUIPMENT:** The Subgrantee will submit reports detailing the purchase of equipment within 30 days of the purchase date. The Subgrantee agrees that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the program

continues to be supported by JJDPA.

15. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above letter, a further statement in writing regarding the delay shall be submitted to the JJA. Upon receipt of the second letter, the JJA may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.
16. **RIGHT TO TERMINATE:** The JJA reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to perform in accordance with the terms of the grant assurances. Further, the JJA may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, videos and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.
17. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
18. **INSURANCE:** The JJA shall not purchase any insurance against loss or damage to any personal property purchased with grant funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant funds.
19. **UNUSED FUNDS:** The Subgrantee shall return to the JJA any unobligated grant funds on hand at the end of the grant project period.
20. **CORRESPONDENCE AND REPORTS:** All correspondence, reports and other documentation required by this grant shall be directed to the Juvenile Justice Authority, 700 SW Jackson, Suite 300, Topeka, Kansas 66603, or, if allowable, faxed to (785) 296-1412. It is allowable to fax any communication or report, except for the Grant Assurances that require the original to be mailed to the Juvenile Justice Authority.
21. **LEGAL AUTHORITY:** The subgrantee assures they have the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost, if applicable) to ensure proper planning, management, and completion of the project described in this application.
22. **CONFLICT OF INTEREST:** The subgrantee assures they will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict or interest, or personal gain.

- 23. OTHER REGULATIONS, IF APPLICABLE:** The subgrantee will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as:

28 CFR part 18 – “Office of Justice Programs Hearing and Appeal Procedures”
28 CFR part 22 – “Confidentiality of Identifiable Research and Statistical Information”;
28 CFR part 23 – “Criminal Intelligence Systems Operating Policies”;
28 CFR part 30 – “Intergovernmental Review of Department of Justice Programs and Activities”;
28 CFR part 35 – “Nondiscrimination on the Basis of Disability in State and Local Government Services”;
28 CFR part 38 – “Equal Treatment for Faith-Based Organizations”;
28 CFR part 42 – “Nondiscrimination, Equal Employment Opportunity; Policies And Procedures”;
28 CFR part 61 – “Procedures For Implementing The National Environmental Policy Act”;
28 FR part 63 – “Floodplain Management And Wetland Protection Procedures”.

24. HISTORIC PRESERVATION/NATIONAL ENVIRONMENTAL POLICY:

The subgrantee will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 USC § 469 a-1 et seq.) and the National Environmental Policy Act of 1969 (42 USC § 4321).

24. IF A RESEARCH OR STATISTICAL PROJECT:

1. The subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 CFR part 22 that are applicable to collection, use and revelation of data or information. Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR Part 22 Section 22.23.
2. The subgrantee agrees to comply with the requirements of 28 CFR Part 46 and all Office of Justice programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

25. IF A GOVERNMENTAL ENTITY:

- a. The subgrantee will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. The subgrantee will comply with requirements of the Hatch Act 5 USC §§ 1501-08 and §§ 7324-28, which prohibit State or local government

employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance from running for a partisan political office.

26. **SPECIAL CONDITION(S)**

a. None

27. **REQUIRED SIGNATURE**

Signature of Authorized Certifying Official

Date

Tim R. Norton

Typed Name of Authorized Certifying Official

BOCC Chairman

Title

525 N. Main, 3rd Floor, Wichita, KS 67203

Address

Federal Grant Reporting Requirements

PROCEDURES TO OPEN GRANT AWARD

The following award documents must be submitted to the Juvenile Justice Authority before the grant award will be considered open:

Notification of Grant Award

The original Juvenile Justice Authority, OJJDP Notification of Grant Award must be signed and dated by the head of the organization and returned to the Juvenile Justice Authority no later than the last day of September to be deemed open. Please make special note of the Grant Award Number assigned to the grant and any special conditions that may have been added.

Grant Assurances

The original and Grant Assurances document must be signed and dated by the head of the organization or authorized official and returned to the Juvenile Justice Authority's Office to be deemed open.

Contractual Provisions Attachment

The original Contractual Provisions Attachment must be signed and dated by the head of the organization or authorized official and returned to the Juvenile Justice Authority's Office to be deemed open.

Equal Employment Opportunity Plan EEOP Certification Form

The original EEOP certification form must be signed and dated by the head of the organization or authorized official and returned to the Juvenile Justice Authority's Office to be deemed open.

QUARTERLY PROGRESS REPORTING REQUIREMENTS

Subgrant Quarterly Narrative and Data Reports

These reports are due on the tenth day of the month following the end of each quarter. There are three documents involved in the quarterly progress reports. They include a narrative update on the grantee's goals/objectives. A demographic report on participants served and a mandatory performance measurement report that includes both quarterly and cumulative data. JJA will withhold grant payments if reporting requirements are not met in a timely manner. The reporting due dates are as follows:

Title II Formula /Title V:

January 10th,
April 10th,
July 10th,
October 10th

If this date falls on a Saturday, Sunday or State Holiday, the quarterly reports may be submitted by 5:00 p.m. the next working day following the due date.

Annual Performance Report

The annual performance report using OJJDP performance measures is due on the last day of the month following the end of the grant period. The grant period covers the federal fiscal year between October first and September 30th. The annual performance report is due October 31st. Additional time is provided to conduct the long term follow up of youth who completed the program six to twelve months previously as required by the federal performance measures.

Reporting No Activity

In any reporting period in which no activity took place, the required reports must still be filed in a timely manner. If no activity took place or no services were provided, report zero statistics and state why no activity took place for the quarter in question.

Extensions

A subgrantee may request in writing an extension to submit a report(s) late. Any payments requests will be processed and mailed upon submission of the report(s).

Faxing Reports

A subgrantee may fax the grant reports or scan and email the reports in order to comply with the reporting deadline. **The fax number is 785-296-1412.** Reports must have required signatures.

GRANT PAYMENTS AND REPORTING

Payments

The signed and dated Grant Award, Grant Assurances, EEOP, Reporting Requirements and Contractual Provisions Attachment must be approved by JJA before any payment is awarded. Request for payment of expenditures will be made upon the grant Reimbursement Request form. Please allow two weeks for reimbursement. JJA will not process payment requests during the last four working days of each month. For this reason JJA strongly suggests that grantees make payment requests prior to the last five working days of each month. Participation in the direct deposit of funds will allow for funds to be electronically transferred into their banking institution.

Withholding of Funds

The awarding agency will withhold payments to a recipient organization receiving grant funds, if the recipient demonstrates any of the following:

1. Failure to attain program or project goals;
2. Failure to establish procedures that will minimize the time elapsing between the cash payment and expenditure;
3. Failure to adhere to guideline requirements or special conditions;
4. Failure to submit reliable and/or timely reports, including, but not limited to, Reimbursement and Quarterly Progress Reports;

5. Failure to achieve timely financial reconciliation and closeout at the end of the project period of any grant awarded to the recipient organization.

The recipient organization may be required to finance its operation with its own working funds until such time the recipient is in compliance with all the above award conditions.

Minimum Cash on Hand

Grant recipient organizations should request funds based upon immediate disbursement/reimbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated. Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within ten days.

Idle funds of grantees will impair the goals of effective cash management. All recipients must develop procedures for the disbursement of funds to ensure that Federal cash on hand is kept at a minimal balance.

Reporting No Expenditures

If there were no requests for reimbursement, a Reimbursement Request stating no reimbursement is requested is due the tenth of each month following the end of the current month.

Period-End Obligations

If the subgrantee incurs obligations during the final reporting that will be paid in the first month following the end of the grant project period, the subgrantee may mark the Reimbursement Request as “NOT THE FINAL” report, reflecting those obligations appropriately. Upon expenditure of those obligations, the subgrantee will submit a “FINAL” Reimbursement Request. The subgrantee must pay for obligations within thirty days after the end of the grant project period.

Matching Funds

Grantees must identify the source(s) of all matching funds in budget documents. Matching fund expenditures must be reflected in each Reimbursement Request. It is expected that matching funds will be expended on an equal basis with federal grant dollars. (For Title V grants, every dollar spent in grant funds needs to be matched by fifty cents in other funds.) It is the policy of the federal government that federal funds may not be used to match other federal funds, unless expressly authorized by the funding agency. It is JJA policy that state funds awarded by JJA may not be used for match.

Program Income

If a subgrantee requires a registration fee to participate in the grant funded fee programs, provisions must be made to ensure no one is denied service, because of inability to pay.

Programs may receive third party reimbursement (insurance, medical card, etc.) for services provided by the grant. All fees and third party reimbursement must be used to support the grant project. All program income generated must be reported in the Reimbursement Request and expended prior to use of grant funds.

Non-Supplanting

Federal funds may not replace (supplant) non-federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties,

including suspension of current and future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

Late Fees/Charges

It is the subgrantee's responsibility to pay 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 other costs associated with late or overdue bills. All costs assessed to the subgrantee for late or overdue bills will be the sole responsibility of the subgrantee.

End-of-Year

Unexpended funds on hand at the end of the grant period shall be returned to the Juvenile Justice Authority within thirty days of the end of the grant period.

BUDGET REVISION REQUESTS

A grantee may make budget line-item revisions of their award if they have submitted the request on prior to implementing the requested change and the budget change falls into the category of moving funds appropriated in one line item into another (*new line-items require approval by the KAG Grant Committee Chair*). In addition all quarterly progress and expenditure reports must be current. Any budget line item revisions needed in the **final expenditure** report must be received by JJA thirty days before the end of the grant cycle. Upon approval, all budget revisions will need to be reflected on any subsequent expenditure reports.

Revision Request

Reallocation of dollars between approved line items in the subgrantee's grant project budget upon grant award notification is allowed one-time without prior approval up to ten percent of the budget, provided the change does not affect the scope of the grant project. However, a revised budget revision form and budget narrative must be submitted to the Juvenile Justice Authority's Federal Grant Specialist ten days prior to the effective date of the change. This rule does not apply to line items in the equipment budget category.

Any modifications made to the subgrantee's approved grant budget that exceeds the ten percent rule or is a modification in Equipment budget category first must be approved by the KAG Grants Committee Chair. JJA defines equipment as assets with a useful life of one year or more and a purchase cost of \$500.00 or more.

The following must be submitted to request a revision:

Request Letter – A written request must include an explanation of the need for the revision and the amount of the grant funds that will be re-appropriated. Budget revisions may only be requested within line items previously approved; funds can be moved into new line items during the grant project period with the KAG Grants Committee Chair review and approval. Grant project funds cannot be used to reimburse mileage expenses in excess of the state rate. If the subgrantee chooses to reimburse at a rate in excess of this amount, the subgrantee should be aware that no grant funds administered by the Juvenile Justice Authority can be used to make up the difference.

Request for Amendment to Approved Budget Form

Complete the Request for Amendment to Approved Budget Form reflecting the new requested budget. All three columns must be filled out completely and signed by the subgrantee for their request to be considered.

Budget Narrative – Submit a revised Budget Narrative reflecting the new requested budget.

Approval/Denial

The Juvenile Justice Authority will respond in writing to the subgrantee's request within thirty days. A request for a budget revision may be approved as requested, it may be partially approved, or it may be denied.

There is no limit to the number of budget revisions a subgrantee can request. However, frequent or repeated requests may raise concerns in regard to the subgrantee's budgeting practices. An approval to allow a budget revision is effective as of the date of the approval letter.

PROGRAM REVISION REQUESTS

Notification After the Fact

If the subgrantee has a staff changes, change of address, email, or phone/fax number change, the Juvenile Justice Specialist must be notified in writing within 10 days of the change on subgrantee letterhead.

Changes to the Scope of the Program

Modification to the approved program (e.g. target group, services, staffing, objectives, performance measures etc.) must be submitted to the Juvenile Justice Authority for approval by the Juvenile Justice Specialist and the KAG Grant Committee Chair before the changes are made. All other organizational modifications including changing sub-contractors, etc are subject to KAG approval. An approval to change the scope of the program is effective as of the date of the approval letter or e-mail.

EQUIPMENT

All equipment purchased with grant funds must have been included in the subgrantee's approved budget prior to the purchase. The Juvenile Justice Authority defines equipment as assets with a useful life of one year or more and a purchase cost of \$500 or more. The subgrantee shall follow its agency written policies and procedures in regard to purchasing approval, needs assessment, bidding, etc. when purchasing equipment. For each equipment purchase, the subgrantee must provide the Juvenile Justice Authority by mail or by fax, 785-296-1412 or 785-296-8664, with the following information within 30 days of the purchase date.

- Description of the Equipment
- Serial Number or other Identification Number
- Source of the Equipment
- Identification of Who Holds the Title
- Acquisition Date
- Cost of the Equipment
- Cost Charged to Grant
- Percentage of Grant Fund Participation in the Cost of the Equipment
- Location of the Equipment
- Use and Condition of the Equipment

An Equipment Inventory Form is on the JJA website that includes all of the information listed above. It is the subgrantee's responsibility to maintain inventory records that can be reviewed at any time by the Juvenile

Justice Authority's staff. In addition, the subgrantee is responsible for providing justification as to the need and use of the equipment.

Procurement of Contractual Services

The subgrantee shall follow its agency's written procurement procedures, provided that the procurement conforms to applicable federal and state law. All procurement transactions, whether negotiated or competitively bid, shall be conducted in a manner that provides maximum open and free competition.

GRANT ON-SITE/DESK REVIEWS

All subgrantees are subject to an on-site or desk review by the Juvenile Justice Authority's staff. These reviews will take place during the year or year(s) in which the program is funded. Subgrantees will be contacted two to three weeks prior to the review. In the interim, a Site Visit Monitoring Report will either be mailed or e-mailed indicating what information will be reviewed during the on-site visit or what information is to be submitted in conjunction with a desk review.

On-Site Reviews

At the on-site visit, the Juvenile Justice Authority's staff will interview the grant project director and any grant-funded project staff, as well as discuss the Site Visit Monitoring Report. The subgrantee should be prepared to answer all questions in the report. Programmatic/statistical information will be reviewed to determine the grant project's progress toward meeting its objectives as outlined in the subgrantee's approved grant application. The Juvenile Justice Authority's staff will randomly select three months of financial documentation to be reviewed.

Desk Reviews

For a desk review the subgrantee will complete and return the Grant Project Review Report to the Juvenile Justice Authority, along with financial and programmatic/statistical documentation over a pre-determined three-month period. Upon receipt of the requested information, the Juvenile Justice Authority staff will review the material for approval and allowable costs, and for progress toward meeting objectives as outlined in the subgrantee's grant proposal.

Completion of Reviews

Upon completion of a grant project review, a written report is prepared by the Juvenile Justice Authority staff and is reviewed and signed by the Juvenile Justice Specialist. A signed report is forwarded to the subgrantee that will list any actions required and the date they are due. When the requirements are submitted by the subgrantee and are approved, staff will forward a letter to the subgrantee verifying that the documents were approved. If the requirements are not submitted by the due date, it will result in the delay of payment.

Additional random grant reviews may be conducted throughout the grant year. Upon request by staff, the subgrantee may be required to send in specific documentation over a designated time period. This review may include financial and/or programmatic/statistical reports, along with all the supporting documentation.

GRANT RECORD KEEPING/AUDIT PROCEDURE

Grantees agree to allow the Juvenile Justice Authority and representatives of the agency full and complete access to all program and financial records on an as needed basis.

Grantees are expected to maintain books, records, documents, and other evidence, and certified accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement, and to summarize costs in such a manner as to identify them with the delivery of specific services outlined in the project agreement. Book keeping procedures must comply with Federal Audit requirements under OMB Circular A-133. The JJA reserves the right to request a complete fiscal audit at any time during or after a given grant cycle.

The subgrantee will submit within 30 days of receipt any findings and/or recommendations stated in the audit including a written explanation stating how the findings and/or recommendations were, or will be addressed by the subgrantee.

All program and fiscal records shall be retained for a minimum of three years after submission of the final grant report. Grantee shall notify the grantor agency of any circumstances that might impair the integrity or security of these materials during the retention period.

GRANT TERMINATION/APPEAL PROCEDURE

Termination

If, in the judgment of the Kansas Advisory Group and Juvenile Justice Authority the grantee has not complied with the provisions of the grant application, including both program and evaluation components, the State may terminate this agreement. The State agrees to give written notice of termination to the grantor at least 30 days prior to the termination of the grant award. Grantee, shall, upon such termination, repay any funds that are not documented as allowable under the provisions of the grant. The State will pay the grantee for all allowable expenses incurred to the date of termination. The termination of the grant pursuant to this paragraph shall not cause any penalty to be charged to the State.

The Kansas Juvenile Justice Authority administers this program. Rules and regulations governing the program are subject to change. From time to time it will be necessary for the Commissioner of Juvenile Justice to revise rules and regulations and eligibility requirements in accordance with statutory provisions when money limitations or other circumstances necessitate such changes. This means that eligibility for participation in a program and the continuation of programs is subject to program and money change. Participation in a service is subject to change after notice.

Appeal Procedure

Applicants may appeal any final act or decision to the Kansas Advisory Group and Kansas Juvenile Justice Authority as provided by law.

AGREEMENT WITH LAW AND AGENCY POLICIES

All awards and agreements must be subject to the laws of the United States of America, the State of Kansas, and the policies of the Kansas Juvenile Justice Authority.

Programs funded through funds from the Office of Juvenile Justice and Delinquency Prevention shall adhere to all applicable state and local licensing requirements for similar programs. Programs without proper licensure could find the program out of compliance with the grant program.

The provisions found in Contractual Provisions Attachment (Form DA 146a) attached hereto are incorporated in this contract and made a part thereof.

The signatory and others interested in this agreement are hereby notified and understand that any agency of the State of Kansas and its boards, commissions, departments, agencies, bureaus, and institutions, and all community assemblies and groups (collectively known as "the State of Kansas and its governmental subdivisions") are not liable for any claims based upon implied contract pursuant to K.S.A. 46-903. The State of Kansas and its governmental subdivisions are also not liable for negligence or for any other tort unless specifically provided for by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, and the parties agree that no provision herein, express or implied, special or otherwise, directly or indirectly, shall be deemed to constitute a waiver of immunity, notwithstanding any such provision to the contrary.

To comply with the requirements of Civil Rights Act of 1964 (P.L. 88352 and K.S.A. 44-1030), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 706) and the Americans with Disabilities Act of 1990 (P.L. 101-336), the Juvenile Justice Authority will not do business with any individual or firm whose employment or service delivery practices discriminates against any person on the grounds of race, color, national origin, ancestry, religion, age, sex, handicap or political affiliation. Failure to do so may be deemed by the Commissioner of Juvenile Justice to be a breach of contract.

All publicity releases and materials published in connection with the project shall conspicuously acknowledge support of the Kansas Advisory Group, the Juvenile Justice Authority and the funding source.

Interest in all property herein described if any, or any personal liability to him/her arising from this agreement, to whatever extent, shall be considered to be covered by applicable insurance by the grantee to extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Kansas or any of its agencies responsible for loss or damage to persons or property not to hold grantees harmless from such occurrences.

SPECIAL CONDITIONS TO GRANT AWARD

This grant award is subject to the following special conditions:

- a. Subgrantee shall notify JJA in writing regarding its intent, or thirty (30) days before its final decision, to merge, acquire or be acquired by another organization (novation).
- b. Subgrantee shall notify JJA in writing within twenty-four (24) hours of a filing of bankruptcy, and shall identify the State of Kansas Juvenile Justice Authority as a secured creditor for any unexpended portion of the grant funds awarded under this document.
- c. All notifications required by this section shall be sent to the attention of the Fiscal Grant Specialist at JJA, 714 SW Jackson, Suite 300, Topeka, Kansas 66603.

Head of Agency, Title

Tim R. Norton, BOCC Chairman

Signature

Date

QUARTERLY FINANCIAL REPORT INSTRUCTIONS FOR COMPLETING

The Quarterly Financial Report is due to JJA on or before the 10th day of the month following the end of a quarter. Reports will be due on **January 10**; **April 10**; **July 10**; and **October 30**, of the current grant cycle you are in. The final report is due on or before the 30th day of the month following the end of the year.

Completing the form:

- Enter the Grantee Agency and Full Mailing Address.
- Check the Correct Grant Type.
- Enter the Grant Number assigned by JJA.
- Enter the Grant Period (for this year it will be 10/01/2012 thru 9/30/2013).
- Enter the Grant Amount (this is the JJA Budget).
- Enter the Grantee FEIN.
- Check the box indicating the correct reporting period.
- If this is an extension of time for this grant which has been approved by JJA you will need to enter the dates
- When you have expended the grant funding or the grant cycle has closed, you will need to mark FINAL REPORT; these are due no later than 30 days after the end of the grant cycle.

- Enter the Current Approved JJA Budget. If you have submitted an approved budget amendment revision, this is now your current approved budget and should be used on all reports.
- Enter the Match or In-Kind budget (required on JABG, Title V and Prevention Trust Fund).
- Enter actual Quarterly JJA Expenditures for the reporting period (these amounts should NOT be rounded).
- The YTD JJA Expenditures column is cumulative (during the 1st quarter it will be the same as the Quarterly JJA Expenditures column, during 2nd quarter it will reflect 1st quarter expenditures plus 2nd quarter expenditures, and so on for 3rd & 4th quarters)
- Enter Match/In-Kind Expenditures (JABG, Title V and Prevention Trust Fund only).
- The YTD Soft Match/In-Kind Expenditures column is cumulative (during the 1st quarter it will be the same as the Quarterly Soft Match/In-Kind Expenditures column, during 2nd quarter it will reflect 1st quarter expenditures plus 2nd quarter expenditures and so on for 3rd & 4th quarters).
- In the Grant Balance Section you will subtract the YTD JJA Expenditures from the JJA Budget and enter that amount in the Quarterly JJA Balance column (**you can not exceeded the budget amount per line item without a budget amendment**);
- You will subtract the YTD Soft Match/In-Kind Expenditures from the Soft Match/In-Kind Budget and enter that amount in the YTD Soft Match/In-Kind Balance.
- In the Fees Generated Section you will enter any fees collected (this is also known as Program Income) for the quarter and keep a YTD total.

- Examples of Program Income include: Sale of Property and 3rd party reimbursement (such as Medicaid).
 - Program Income must be used for the purposes and under the conditions applicable to the award.
 - Program Income should be used as earned and expended as soon as possible.
-
- Budgeted Revenue is the amount of the Approved Budget.
 - Actual Revenue This Period is the amount received this period.
 - Actual Revenue Year-to-Date is the amounts received YTD.
-
- Enter any comments relevant to the current quarter.
 - Type the Director's Name, Title, and Phone Number.
 - An original signature of the Program Director is required.

Submit these reports to Juvenile Justice Authority, attention Sandra Barnett, Juvenile Justice Authority, Jayhawk Walk, 714 SW Jackson Street, Suite 300, Topeka, Kansas 66603. JJA will accept faxed reports to meet the deadline. If you have any questions or need help with these reports, please feel free to contact me at sbarnett@jja.ks.gov or my number is 785-296-4293.

FEDERAL QUARTERLY FINANCIAL REPORT/REMBURSEMENT REQUEST

Juvenile Justice Authority

Juvenile Justice and Delinquency Prevention Act (JJDFPA)

Grant Agency and Full Mailing Address: Title II Formula _____ Title V _____ Native American _____ JABG _____ DMC _____ Other _____ Prevention Trust Fund	Grant #: Grant Period: 10/1/2012 to 9/30/2013 Grant Amount: _____ Extension if applicable: _____
Grant Category (check the correct category):	
Reporting Period: (Please mark all that applies) July 1 thru September 30 - (1st Quarter) <input type="checkbox"/> January 1 thru March 31 - (3rd Quarter) <input type="checkbox"/> October 1 thru December 31 - (2nd Quarter) <input type="checkbox"/> April 1 thru June 30 - (4th Quarter) <input type="checkbox"/> FINAL REPORT <input type="checkbox"/>	
Gantee Fed Employer Identification #: _____	

Budget Category	Grant Budget		Grant Expenditures				Grant Balance		Fee's Generated	
	JJA Budget	Soft Match/In-Kind Budget	Quarterly JJA Expenditures	YTD JJA Expenditures	Quarterly Soft Match/In-Kind Expenditures	YTD Soft Match/In-Kind Expenditures	YTD JJA Balance	YTD Soft Match/In-Kind Balance	Quarterly Fee's Generated	YTD Fee's Generated
							\$	\$		
Personnel							\$ -	\$ -		
Employer Taxes & Fringe Benefits							\$ -	\$ -		
Travel/Subsistence							\$ -	\$ -		
Equipment							\$ -	\$ -		
Supplies							\$ -	\$ -		
Consultants							\$ -	\$ -		
Other (Specify):							\$ -	\$ -		
Other (Specify):							\$ -	\$ -		
Other (Specify):							\$ -	\$ -		
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sources JJA Grant Soft Match/In-Kind Program Fees TOTAL REVENUE	Budgeted Revenue	Actual Revenue This Period	Actual Revenue Year-to-Date	
	\$ -	\$ -	\$ -	\$ -
Director (Type Name, Title, Phone #): _____ Signature and Date: _____				

Comments:

Expenditures are to be reported as actual expenditures.
 This report is to be submitted to the Juvenile Justice Authority on or before the 10th day of the month following the end of a quarter
 if there are any questions call Sandra Barnett at 785-296-4213.



State of Kansas

OJJDP Grants/Contracts Request for Amendment to Approved Budget

Grant #:	Judicial District:
Grantee's Name:	Request #: (1 st , 2 nd , 3 rd ...)
Project Director:	

<i>Budget Area</i>	<i>Approved Budget</i>	<i>Change Requested</i>	<i>Amended Budget</i>
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Consultants			
7. Other			
8. Other			
9. Other			
<i>Total</i>			

Reason for requested change(s): *Attach additional pages if needed.*

Signature of Project Directors:	Telephone Number: ()	Date:
Signature of Fiscal Officer:	Telephone Number: ()	Date:

OJJDP / JJA Approval:	<i>(for office use)</i>	Date:
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Date copy sent to Sub-recipient:	
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Form W-9	Request for Taxpayer Identification Number	Do not send to the IRS, send to the requester
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Part 1 Tax Status (Complete one row of boxes)

Individual: Individual Name: _____ Social Security Number: _____

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the owner.

Sole Proprietor: Business Owner's Name: _____ Owner's SSN or Employer ID No _____ Business or Trade Name: _____

Partnership: Name of Partnership: _____ Partnership's EIN _____ Partnership name on IRS records _____

Corporation: Name of Corporation or Entity _____ Employer Identification Number _____
 County of Sedgwick
 Department of Corrections 48-6000798

Part 2 Exemption: If exempt from Form 1099 reporting, check here:
 and mark your qualifying exemption reason below

- 1. Corporation, (there is no exemption for medical or legal corporations)
- 2. Tax Exempt Charity under 501(a), or IRA (includes 501(c)(3)).
- 3. The United States or any of its agencies or instrumentalities.
- 4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.
- 5. A foreign government or any of its political subdivisions.

Part 3 Signature: I am a U.S. person (including a U.S. resident alien)

Person completing this form: Jodi Tronsgard Date: 9/24/12

Signature: *Jodi Tronsgard* Title: Project Manager

Address: 700 S. Hydraulic City: Wichita

State: KS Zip: 67211 Phone: (316) 660-7018

Please complete the above information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

If you do not furnish a valid TIN, or if you are subject to backup withholding, the payor is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Use this form only if you are a U.S. person, (including U.S. resident alien). If you are a foreign person, use Form W-8.

Kansas Department of Revenue

Sales and Use Tax Entity Exemption Certificate

The Kansas Department of Revenue certifies this entity is exempt from paying Kansas sales and/or compensating use tax as stated below.

Kansas Exemption Number: KSHBSXJHGO

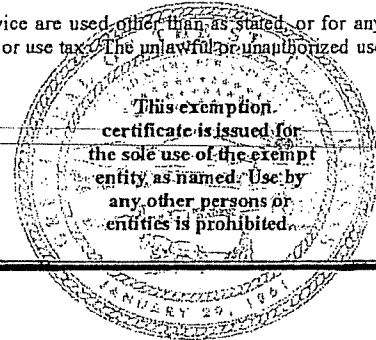
Expiration Date: 11/01/2014

The tax-exempt entity understands and agrees that if the tangible personal property and/or service are used other than as stated or for any purpose that is not exempt from the tax, the tax exempt entity is liable for the state and local sales or use tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment.

Sedgwick County

525 N Main Ste 211

Wichita, KS 67203-3759



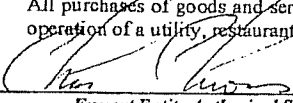
EXEMPT ENTITY INFORMATION:

Authorization and scope:

- K.S.A 79-3606(b) & (d) - State of Kansas, political subdivisions of the state of Kansas (Kansas cities, counties, townships, special districts), nonprofit hospitals, and blood, tissue, or organ banks.
- Exemption applies to all direct purchase, rental or lease of tangible personal property and services, except purchases of goods for human habitation or purchases made for any business activity specifically taxable, and indirect purchases by a contractor for a real property project except as noted below.

Limitations:

- Only direct purchases are exempt through the use of this certificate.
- Except for state government, this entity qualifies for exemption on indirect purchases by a contractor through the issuance of a Project Exemption Certificate (PEC). Apply on-line at KDOR's web site: www.ksrevenue.org. The only State of Kansas agency allowed a PEC is a Kansas correctional institution. Indirect purchases by all other state agencies are subject to sales tax.
- This exemption does not apply to the purchase of any construction machinery, equipment or tools used in the constructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the exempt entity.
- Subject to sales tax are purchases of capital goods used for human habitation (i.e. residential housing and dormitories) to include materials for construction, remodeling or repair and furnishings such as beds, curtains, desks and furniture. Labor services on residential housing and dormitories are exempt as residential construction.
- All purchases of goods and services used in a business that is specifically taxable by the Sales Tax Act are subject to tax. This includes operation of a utility, restaurant, and selling of goods or services at retail.


Exempt Entity Authorized Signature (Officer, Office Manager or Administrator)

46-6000798

Federal ID Number

Chris Chronis

8/6/2009

Printed Name

Date

RETAILER INFORMATION:

- To qualify for exemption, the certificate must have an expiration date in the future and be signed by an authorized individual.
- Payment must be made by the entity on their checking account or on a credit/debit card issued to the entity. Acceptance of cash, personal checks, or personal credit/debit cards is not allowed for a tax exempt purchase.
- The entity must have a Kansas exemption certificate. Exemption certificates issued by other states are not valid in Kansas.
- Retailers are required to maintain a copy of the purchaser's certificate in their records for at least 3 years from the date of purchase. Retailers must maintain a current certificate on file.
- Selling tax exempt goods or services that are not exempt by statute may result in the assessment of tax.
- A completed certificate may be used as a blanket exemption for future purchases when of the same type and for the same exempt purpose.

Seller's name and address

Description of goods and/or services purchased

For additional information on Kansas sales and use taxes see Publication KS-1510, *Kansas Sales Tax and Compensating Use Tax* and Publication KS-1520, *Kansas Exemption Certificates*, located at: www.ksrevenue.org Questions would be directed to Taxpayer Assistance at 785-368-8222.