

DETENTION ADVOCACY SERVICE AGREEMENT

This Agreement is entered into as of this ____ day of _____, 2015, by and between Sedgwick County Kansas, hereinafter referred to as "County," and Kansas Legal Services, Inc., a Kansas not for profit corporation hereinafter referred to as "Provider."

WITNESSETH:

WHEREAS, in 2015 County is administering state funding to support programs that prevent juvenile delinquency in the community; and

WHEREAS, Provider warrants that it is capable of providing the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Provider Status: Provider is a recipient of the state funds provided in Section 4 below for the express purpose of providing programs that prevent juvenile delinquency in the community under the provisions of this contract.
2. Term: The term of this contract commences upon July 1, 2015 and terminates June 30, 2016.
3. Purpose: It is mutually agreed by and between County and Provider that the purpose of this contract is to provide programs that prevent juvenile delinquency in the community under the provisions of this contract.
4. Compensation: Provider and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Provider for performance of this contract exceed the maximum amount of \$167,327.00 subject to Section 5 (A) of Appendix A – General Provisions. Such compensation shall include all of Provider's time, labor, equipment, supplies, and travel-related expenses.
5. Incorporation of Appendices: Appendix A - General Provisions, Appendix B – Face Sheet, Appendix C – Program Description and Evaluation Process, Appendix D – Program Outcomes, and Appendix E – Budget are attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, County and Provider have executed this contract as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

KANSAS LEGAL SERVICES, INC.

RICHARD RANZAU, Chairman
Fourth District, Board of County Commissioners

Marilyn Harp
Marilyn Harp,
Executive Director

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Justin M. Waggoner
Justin M. Waggoner,
Assistant County Counselor

APPENDIX A

GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

A. **Affirmation of Legal Authority.** Provider assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Provider's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Provider to act in connection with the application and to provide such additional information as may be required.

B. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP OF PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Provider is at all times, as a grant recipient, acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor and grant recipient, Provider and employees of Provider will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. **Qualified Personnel.** Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. **Minimum Wages.** Provider will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. **Employee Conflict of Interest.** Provider shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. **Provider's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Provider assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires, at a minimum, the use of checks through Kansas Department for Children and Families Child Abuse Registry and the Kansas Bureau of Investigation upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. **Participant Safeguard.** Provider certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the contract administrator of this agreement for the County. The contract administrator's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Provider is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. **PROHIBITION OF CONFLICTS OF INTEREST.**

A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. **Interest of Provider.** Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Provider at time of agreement, 2) an employee of Provider seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Provider during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty-one (21) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds or 2) agreements with Provider or Provider's competitors.

5. **FUNDING.**

A. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds. County actually receives from the Kansas Department of Corrections – Division of Juvenile Services is less than anticipated by County, County may decrease the total compensation and reimbursement to be paid to Provider hereunder.

B. **Inability to Perform Contract.** It is further understood and agreed that in the event Provider's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. **Non-Supplanting Existing Funds.** Provider assures that grant funds made available under State of Kansas Department of Corrections – Juvenile Services grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. **Unexpended funds.** It is agreed by Provider and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. **PROGRAM INCOME.**

Contract-related program income, if generated, shall be collected by Provider and reported to County annually in addition to Provider's quarterly reports, required in Section Seven (7) below, and shall be used to offset the costs related to the program or expand the service provided.

7. **RECORDS, REPORTS AND INSPECTION.**

A. **Documentation of Costs.** All costs incurred by Provider for which Provider purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. **Maintenance of Records.** Except as otherwise authorized by County, Provider shall retain such documentation for a period of five (5) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

C. **Reports.** During the term of this contract, Provider shall furnish to County, on a quarterly basis, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Provider will be withheld by County if Provider fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. **Audit.** Provider shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

E. **Availability of Records.** Provider agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Provider gives County and the Kansas Department of Corrections – Division of Juvenile Services, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.

F. **Provider's Purchasing Procedure.** Provider certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Provider agrees to make available a written description of its purchasing procedures if requested by County.

G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. **METHOD OF BILLING AND PAYMENT.**

A. **Billing Procedures.** Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made in four equal amounts, with the first payment being made at the commencement of this agreement. The three remaining payments will be made after receipt and upon satisfactory review of Provider's quarterly reports, and the total amount of payments shall not exceed the maximum amount allowed by this contract. Provider agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas.

B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. **Pre-disbursement Requirements.** Provider must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Provider.

D. **Mailing Address.** Payments shall be mailed to Provider's address as follows:

Kansas Legal Services, Inc.
ATTN: Jim Murphy
Chief Financial Officer
712 S. Kansas Avenue, Suite 200
Topeka, KS 66603

9. **PARTICIPANT INPUT.**

Provider shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute. Such participant input shall be made accessible to County, if requested.

10. **LICENSES AND PERMITS.**

Provider shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Provider shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. **INSURANCE REQUIREMENTS.**

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate. The above insurance requirements apply to all commercial vendors providing services for Sedgwick County.

12. **EPA APPROVED BUILDING.**

Provider will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. **HANDICAPPED ACCESSIBILITY.**

Provider will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Provider shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. **ASSIGNMENT.**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. **SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. **PUBLICATION OF CONTRACT RESULTS.**

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County and the State of Kansas.

17. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**

A. **Service Standards and Procedures.** Provider shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix D which covers the specific purpose, goals and objectives of this agreement.

B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. **Compliance with Law.** Provider shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. **Access to Meetings.** Provider agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of these grant funds are discussed, if requested by County.

18. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.**

In carrying out this contract, Provider shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Provider shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Provider shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Provider fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Provider shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Provider is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Provider shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Provider shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a provider who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

19. **TERMINATION OF CONTRACT.**

A. **Termination for Cause.** If Provider shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Provider shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Provider of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Provider to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Provider shall not be relieved of liability to County by virtue of any breach of this contract by Provider and County may withhold any payments to Provider for the purpose of set off until such time as the exact amount of damages due County from Provider are determined.

B. **Termination of Contract on Other Grounds.** Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Provider shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Provider for the grant share of the non-cancelable obligations properly incurred by Provider prior to termination. Whether this contract is canceled by County or Provider as provided herein, Provider shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Provider.

20. **INDEMNIFICATION AGREEMENT.**

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

21. **NOTIFICATION.**

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: ATTN: DIRECTOR
 Sedgwick County Department of Corrections
 700 S. Hydraulic
 Wichita, KS 67211

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Provider: Kansas Legal Services, Inc.
ATTN: Marilyn Harp
Executive Director
712 S. Kansas Ave., Suite 200
Topeka, KS 66603

22. AMENDMENTS TO AGREEMENT

If both County and Provider mutually agree, this contract may be amended in writing and by incorporation into this contract. Any change which affects contract objectives must be approved by the Sedgwick County Board of Commissioners.

23. CERTIFICATE OF TAX CLEARANCE

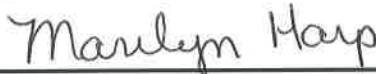
Contractor shall annually provide a certificate of tax clearance from the State of Kansas certifying all state taxes have been paid. The statement of tax clearance must be dated no more than 30 days prior to the beginning date of the contract term.

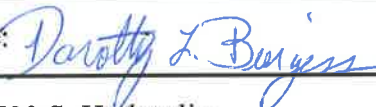
24. DEBARMENT / SUSPENSION

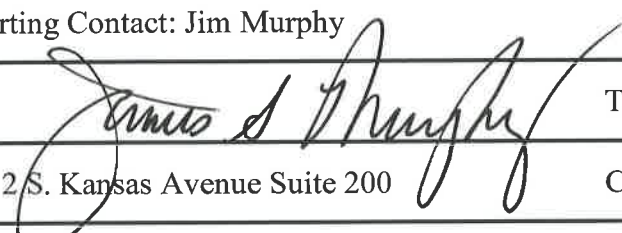
Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been debarred or suspended in SAM and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under SAM, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under SAM and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

APPENDIX B

KANSAS LEGAL SERVICES Face Sheet

Firm Name: Kansas Legal Services, Inc.	
Primary Contact: Marilyn Harp	
Signature: 	Title: Executive Director
Address: 712 S. Kansas Avenue Suite 200	City/State/Zip: Topeka, KS 66603
Phone: (785) 233-2068	Fax: (785) 354-8311

Program Reporting Contact: Dorothy Burgess	
Signature: 	Title: Supervisor/Detention Advocate
Address: 700 S. Hydraulic	City/State/Zip: Wichita, KS 67211
Phone: (316) 660-5365	Fax: (316) 383-7883

Fiscal Reporting Contact: Jim Murphy	
Signature: 	Title: Chief Financial Officer
Address: 712 S. Kansas Avenue Suite 200	City/State/Zip: Topeka, KS 66603
Phone: (785) 233-2068	Fax: (785) 354-8314

APPENDIX C

PROGRAM DESCRIPTION AND EVALUATION PROCESS

Program Description: The Detention Advocacy Service (DAS) is a legal services program with a case management component designed to address the over-representation of minority and low-income youth in secure detention in the Sedgwick County Juvenile Detention Facility (JDF) and to reduce the likelihood of a juvenile offender spending unnecessary time in detention. These services are offered when the reason for detention presents a reasonable likelihood that this program could expedite release. Kansas Legal Services will provide legal representation at all detention hearing dockets for 100% of youth needing counsel in SFY16 (excluding those who refuse or require separate counsel). In addition, the Kansas Legal Services attorney provides continued legal representation at all subsequent hearings to qualifying youth. Youth qualify for continued legal representation if the Kansas Legal Services attorney has been appointed by the court to represent them. The goals of continued legal representation are to provide the client with continuity of services and to obtain the best possible outcomes at the detention, adjudication and sentencing stages. DAS will offer services to 340 youth: 150 youth will be offered case management services, 90 youth will be offered short term services, and 100 will be offered attorney services.

Case Management Component:

The *case management component* includes five basic case management services and short term intervention services. Advocates develop a supervision plan for case management targeting Risk / Need factors as indicated in the YLS/CMI screening tool or the JIAC Brief Screening tool. Case management services include:

- Detention intervention by advocating for alternative releases from detention, including but not limited to developing release plans.
- Acting as a support system to educate and assist the client and family through the court process.
- Minimal financial assistance to enable client to take care of court ordered tasks (such as tuition for GED tests, bus passes to attend court, substance abuse treatment, or other court-ordered program) and reward incentives.
- Monitoring youth to assist with compliance of bond conditions.
- Referrals to community resources as needed.

The *short term services component* is provided to program eligible youth who remain detained or who are receiving traditional case management services through other agencies. These youth are in need of specific services that could possibly expedite their release from detention or prevent their return to detention. Short term services are generally categorized as: detention intervention services, financial assistance, support services, support services for sex offenders, or a combination of these services. Short term services include:

Educating and guiding the youth and family through the legal process.

- Acting as a mentor to the youth while they are at the Juvenile Detention Facility.
- Advocating for the youth's release to a less restrictive environment through release plans, population meetings or other avenues.
- Providing youth with financial assistance for telephone installation services for purposes of electronic monitoring and/or being able to do their weekly phone checks as required, bus passes, initial GED fees, clothing to return to school, and other needs necessary to ensure they are viable candidates for release. This also includes providing financial assistance to youth receiving case management through other agencies but where failure to take care of a court ordered task will cause them to be detained.

The *attorney services component*, provided by Kansas Legal Services, consists of the provision of legal representation at all detention hearing dockets for 100% of youth needing counsel (excluding those who refuse or require separate counsel). In addition, the Kansas Legal Services attorney provides continued legal representation at all subsequent hearings to qualifying youth. Youth qualify for continued legal representation if the Kansas Legal Services attorney has been appointed by the court to represent them. Youth who receive continued legal representation also receive Detention Advocacy Services case management or brief service investigations. The goal of continued legal representation is to provide the client with a continuity of services from the detention hearing stage through disposition, to reduce the amount of time the youth spends in secure detention pending disposition, and to reduce the chances of the youth reoffending. Continued legal representation includes, but is not limited to, representing youth at all initial appearances, pre-trial conferences, motion hearings, plea negotiations, bench trials, sentencing, and probation violation hearings. As part of the legal representation, Kansas Legal Services also advises the youth and his or her family on the judicial process and what they can do to be successful.

Evaluation Process: The process of evaluation will include data collection in the form of activity reports (attached), year-end clients served reports (attached), program reports, and fiscal reports (form to be provided by the Kansas Department of Corrections – Juvenile Services). The required reports will be completed and submitted to the Sedgwick County Department of Corrections (SCDOC) on or before the following due dates:

- October 15, 2015
- January 15, 2016
- April 15, 2016
- July 15, 2016

The SCDOC administrative staff regularly monitors the Detention Advocacy Service program to measure service delivery, service quality and program administration. This is performed by reviewing the program's quarterly reports to check the accuracy of outcome data, and through site visits to view and ensure agency practices are in compliance with the terms of the contract between Kansas Legal Services and Sedgwick County. In addition, Wichita State University conducts an annual independent evaluation of the Detention Advocacy Service program.

APPENDIX D PROGRAM OUTCOMES

1. Process Outcome

Outcome A: To serve 240 youth in SFY16, the number of minority and low-income youth in secure detention who receive case management services (150 youth) and short-term intervention services (90 youth), as measured by program participation records maintained by Kansas Legal Services.

Outcome B: In SFY16, Kansas Legal Services will provide continued legal representation to the conclusion of the legal process to 100% of youth who are accepted for case management or short term intervention services who do not already have appointed counsel (excluding those who refuse or require separate counsel), as measured by program records maintained by Kansas Legal Services.

Outcome C: To provide legal representation at all detention hearing dockets for 100% of youth needing counsel in SFY16 (excluding those who refuse or require separate counsel), as measured by program records maintained by Kansas Legal Services.

2. Behavioral Outcomes

Outcome A: To increase by 1% (from 88% to 89%) in SFY16, the percentage of program participants who do not return to the Juvenile Detention Facility (JDF) during case management, as measured by JDF admission records.

Outcome B: To increase by 1% (from 84% to 85%) in SFY16, the percentage of program participants who do not return to the Juvenile Detention Facility (JDF) during continued legal representation, as measured by JDF admission records.

Outcome C: To increase by 1% (from 83% to 84%) in SFY16 the percentage of youth not charged with a new crime within 12 months after successfully completing the program, as measured by juvenile court records checked by the Sedgwick County Department of Corrections.

Outcome D: To increase by 1% (from 77% to 78%) in SFY16 the percentage of successful discharges in full compliance with conditions and court appearances from DAS case management.

Outcome E: In SFY16, 5% or less of DAS clients will have a release/bond revocation for a new crime, committed by program youth before sentencing on the original charge.

Outcome F: In SFY16, 15% or less of DAS clients will have a release /bond revocation for a technical violation, committed by program youth before sentencing on the original charge.

APPENDIX E

SFY16 BUDGET

Budget Detail / Narrative Worksheet

A. Personnel

SFY16 Budget Workbook				
Name	FTE	Position Description	Salary	% of Time Paid by Program
Rhonda Sullivan		Managing Attorney	\$74,075.00	1.00%
Glenda Leonard		Administrative Assistant	\$62,400.00	5.00%
Dorothy Burgess		Paralegal IV Detention Adv.	\$52,400.00	94.00%
David Coleman		Detention Advocate	\$35,200.00	100.00%
Name	Salary Details	Salary		
Rhonda Sullivan	Salary	\$74,075.00		\$740.75
	FICA Social Security	6.20%		\$45.93
	FICA Medicare	1.45%		\$10.74
	KPERS (Retirement Benefits)	2.00%		\$14.82
	State Unemployment	0.71%		\$5.26
	State Workers Comp	0.60%		\$4.44
	Health/Life/Dental	6,720.00		\$67.20
	Life Insurance	66.00		\$0.66
	Longevity	0.00		\$0.00
Glenda Leonard	Salary	\$62,400.00		\$3,120.00
	FICA Social Security	6.20%		\$193.44
	FICA Medicare	1.45%		\$45.24
	KPERS (Retirement Benefits)	2.00%		\$62.40
	State Unemployment	0.71%		\$22.15
	State Workers Comp	0.60%		\$18.72
	Health/Life/Dental	6,720.00		\$336.00
	Life Insurance	66.00		\$3.30
	Longevity	0.00		\$0.00
Dorothy Burgess	Salary	\$52,400.00		\$49,256.00
	FICA Social Security	6.20%		\$3,053.87
	FICA Medicare	1.45%		\$714.21
	KPERS (Retirement Benefits)	2.00%		\$985.12
	State Unemployment	0.71%		\$349.72
	State Workers Comp	0.60%		\$295.54
	Health/Life/Dental	6,720.00		\$6,316.80
	Life Insurance	66.00		\$62.04
	Longevity	0.00		\$0.00
David Coleman	Salary	\$35,200.00		\$35,200.00
	FICA Social Security	6.20%		\$2,182.40
	FICA Medicare	1.45%		\$510.40
	KPERS (Retirement Benefits)	2.00%		\$704.00
	State Unemployment	0.71%		\$249.92
	State Workers Comp	0.60%		\$211.20
	Health/Life/Dental	6,720.00		\$6,720.00
	Life Insurance	66.00		\$66.00
	Longevity	0.00		\$0.00
		Total		\$111,568.27

Narrative – The personnel costs include salaries for two detention advocates, who have the title of paralegal within the KLS personnel manual. Dorothy Burgess will spend 94% of her time on this program. Her responsibilities include operation of the program, direct service delivery and supervision of the other detention advocate. David Coleman will spend 100% of his time on this program. The administrative time is provided by the managing attorney (or a representative), who spends 1% of her time on this program, including grant compliance meetings, internal status meetings and the monthly Detention Utilization Committee meeting. Glenda Leonard, Administrative Assistant, completes monthly grant reports, computer operations and assures the completeness and accuracy of the data reported in the grant. Glenda spends 5% of her time on this program.

Fringe benefits cover FICA, retirement, disability insurance, health/life insurance, workers compensation and unemployment taxes for each employee.

1) What were costs based on and how were % determined? Costs are based on projected salaries and fringe benefit costs. In SFY15 this line item was \$111,309 and increased in SFY16 to \$111,568, to allow for a small raise for KLS personnel. All personnel keep daily time records, which are used to determine allocation of time for employees who are not full time with this program. The percentages were determined from a review of historical time spent on the program.

2) List other funding sources. KLS receives funding from multiple sources, including the Legal Services Corporation, various Agencies on Aging, the Kansas Office of Judicial Administration and the Kansas Department of Children and Families. This funding supports the remainder of the personnel costs of staff not assigned to this grant 100% of the time. All funding must be used for the specific purpose for which it is granted.

SFY16 Budget Narrative

B. Non-Agency Personnel Costs

Agency Operation Section

Travel Category	Details	Amount
local mileage	296 miles x .47 per miles (advocates)	\$139.00
local mileage	132 miles x .47 per miles (attorney)	\$62.00
Total		\$201.00

Narrative – These funds reimburse staff for the cost of local mileage at \$.47/mile to visit clients' homes and schools. This is the reimbursement policy for KLS.

1) What were costs based on and how were % determined? Costs are based on KLS policies and historical costs and usage.

2) List other funding sources. None

Training Category	Details	Amount
Conference Registration	Fees for KLS staff to attend trainings or conferences	\$100.00
In-state Travel - Conferences and Training	Covers mileage or rental cars w/gas reimbursement, actual hotel cost and per diems for in-state travel to training or conferences.	\$100.00
Attorney Trial Advocacy Training	Attorney Advocacy Training for in state travel or out of state travel (out of state -with KLS/KDOC approval)	\$558.00
Total		\$758.00

Narrative – This category covers the registration cost for three staff members to attend training and/or conferences related to juvenile justice. The reimbursement policy for KLS allows \$.47/mile for mileage, actual hotel costs and \$25/day, less meals provided. The attorney assigned to this program is required to have specialized training in advocating for juvenile offenders. Funding would allow that attorney to pursue various training opportunities (in-state or out-of-state, w/approval) that would allow him to meet the contract goals and requirements and enhance his advocacy skills. The budget for this line item is based on historical costs.

1) What were costs based on and how were % determined? The budget for this line item is based on historical costs. In SFY14, \$1,758 was allocated for three staff members to attend the Governor's Conference, in-state travel costs for conferences and training and for attorney trial advocacy training. For SFY15 this line item has been decreased by \$1,000. In the past, the bulk of this budget item was used for staff members to attend the Governor's Conference. This conference is no longer held which has resulted in a surplus in the past. The \$200 (\$100 for registration, \$100 for In-State travel) will be used for training opportunities that relate to Juvenile Justice. The Attorney Trial Advocacy training

request for SFY16 would allow for the trial attorney to pursue various training opportunities to meet the contract goals and requirements. The Attorney Trial Advocacy Training line item is being increased from \$500 to \$558 to allow for increase in costs of obtaining significant training opportunities.

2) List other funding sources. None

Communication Category	Details	Amount
Internet Service for Detention Advocates	Internet Service	\$1,259.00
Network Plus	Annual Fee and anti-virus software	\$59.00
Cell Phone Service for Detention Advocate	Two cell phones - \$90 per month	\$1,080.00
Total		\$2,398

Narrative – Detention advocates need internet service to communicate with the main office, for data collection/ transfer and to communicate with clients. Detention Advocate Services pays for their portion of an annual fee to Network Plus for VIPRE, an anti-virus software program, for the advocates’ computers. This cost is segregated for this program. In addition, each detention advocate has a cell phone for communication when they are away from the office and for emergency contact by youth and their families.

1) What were costs based on and how were % determined? Costs are based on historical costs and usage. The costs for cell phones went up slightly due to a change in the cell phone plan.

2) List other funding sources. None

Equipment Category	Details	Amount
Repair and replacement of technical equipment	This will cover the costs of repairing or replacing staff equipment	\$200.00
Total		\$200.00

Narrative – As the advocates’ computers, fax/copier machines and cell phones age there will be a need for repairs or upgrades.

What were costs based on and how were % determined? Costs are based on KLS policies and historical costs and usage. Historically, this cost has been set at \$245. Cost of repairs has decreased, at this time, due to recent upgrade of equipment (e.g. new printer), therefore, SFY16 will remain \$200.

2) List other funding sources. N/A

Supplies/ Commodities Category		Details	Amount
Miscellaneous Office Supplies			\$470.00
Printing & Copying			\$570.00
Postage			\$148.00
Total			\$1,188

Narrative – This line allows the purchase of general office supplies as needed by the detention advocate staff to ensure business operations: paper, pens, file folders, etc. Funds for printing and copying will pay for forms, intake sheets, participation agreements, case plan forms, information letters and program brochures that are specific to the DAS program. Postage costs are segregated for this program.

1) What were costs based on and how were % determined? Costs are based on historical costs and usage. In SFY15, this line item was budgeted for \$1,198. In SFY16 this line item was budgeted for \$1,188. The cost of supplies has been consistent and has historically had a small surplus.

2) List other funding sources. None

Facility Category	Details	Amount
No Rental Costs - N/A	Total	\$0.00

Narrative – N/A

1) What were costs based on and how were % determined? N/A

2) List other funding sources. None

Contractual Category	Details	Amount
Attorney Services	Funds will cover costs of attorney services	\$49,000
Total		\$49,000

Narrative – Kansas Legal Services provides legal representation at all detention hearing dockets for 100% of youth needing counsel. In addition, Kansas Legal Services provides continued legal representation to the conclusion of the legal process for 100% of youth accepted to the Detention Advocacy Services program who do not already have appointed counsel. This includes youth who are detained at the Sedgwick County Juvenile Detention Facility (JDF), youth that are court appointed and KLS represented them at their detention hearing and youth who are detained on a juvenile court matter at the Sedgwick County Adult Detention Facility. The goals of continued legal representation are to provide the client with continuity of services and to obtain the best possible outcomes at the detention, adjudication and sentencing stages.

1) What were costs based on and how were % determined? Costs for attorney services are based on present day salaries and fringe benefit costs. In SFY15, \$49,000 was allocated to Attorney Services.

2) List other funding sources. None

Contract / Client Services Section	Details	Amount
Client Clothing	Funds provides for the occasional needs program youth have for clothing for court, school or other events.	\$300.00
Drug Testing Services	Allows for random UA's as part of case management and monitoring of bond condition. Costs range from \$35-\$65 dollars per test.	\$250.00
Academic Education Services	Funds will pay for GED tests and classes, school tuition or enrollment for educational programs or classes as part of case management and/or bond conditions.	\$300.00
Transportation Assistance	Funds will pay for bus passes (youth and adult), cab voucher, prepaid gas cards so that youth may attend court or take care of other tasks with regards to court orders or for case management purposes, also to seek employment or attend school.	\$560.00
Housing Assistance	Funds will assist with rent, utilities or phone service for a youth who otherwise would have to come back of JDF due to not having access to this assistance.	\$50.00
Subsistence	Funds will assist youth in hygiene and medication needs. Personal care products are purchased for youth who may need it for school or court; youth may have need of emergency medication to assist with behavioral issues until parents are able to obtain funds to cover medication costs.	\$50.00
Cognitive Skills	Funds for programs such as Thinking for a Change, anger management classes and similar programs needed to complete case management goals and court orders.	\$200.00
Client Incentives	Incentives such as gift cards, movie passes, clothing, and assistance with court fines or court cost etc. These incentives allow for youth to be rewarded for completing certain tasks and to encourage cooperation.	\$250.00
Client Supplies	Funds will assist in purchasing door and window alarms for youth who are allowed to remain in the home but has to have these installed due to court orders or otherwise would have to remain at JDF	\$54.00
Total		\$2,014

Total \$55,759.00

Narrative – See narratives above.

1) What were costs based on and how were % determined? Costs for client assistance and incentives are based on historical costs and usage.

2) List other funding sources. N/A

Judicial District # 18

KDOC-JS Program Number
P1618-7

**Budget Summary
SFY 2016**

Program Name: **Detention Advocacy Service (Case Management and Attorney Services)**

Funding Period: (from) **July 1, 2015** (to) **June 30, 2016**

Total amount of funding **\$167,327**

Allowable Expenses		Total Amount
A.	Personnel	\$111,568
B.	Travel / Subsistence	\$201
C.	Training	\$758
D.	Communication	\$2,398
E.	Equipment	\$200
F.	Supplies/Commodities	\$1,188
G.	Facility	\$0
H.	Contractual	\$49,000
I.	Contract / Client Services	\$2,014
Total Budget		\$167,327

[illegible]

	Jul 15	Aug 15	Sept 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16
ATTORNEY SERVICES												
# Hearings (Completed Actions) with legal representation provided												
*Detention												
*Initial Appearance												
*Pretrial												
*Review Hearings												
*Motion Hearings												
*Adjudication - Trial by Judge												
*Adjudication - Jury Trial												
*Adjudication - Plea												
*Sentence												
CASE MANAGEMENT												
Total # of Sanction Days												
Average length of stay for all youth (JDF only) (this number indicates days)												
Average length of stay for program youth (this number indicates days)												
# Total youth detained - on the last day of the month***												
% Minority youth detained - on the last day of the month***												
# Youth that complied with court conditions - during the quarter												
# Served youth that complied with court conditions - YTD												
# Youth with release/bond revocations for a new crime - during the quarter												
# Youth with release/bond revocations for a new crime - YTD												
Average Contact Time with Youth												
	Jul 15	Aug 15	Sept 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mar 16	Apr 16	May 16	Jun 16
INVESTIGATION CASES - YTD UNDUPLICATED												
Detention intervention services												
Financial assistance												
Support services												
Support services: sex offenders												
Combination: detention intervention, financial assistance and support services												

***Includes only the population at the Juvenile Detention Facility awaiting some form of adjudication and eligible for service from the Detention Advocacy Service. Excluded are youth in the custody of the Kansas Department of Corrections - Juvenile Services Authority or DCF and those awaiting placement.

[illegible]