

AGREEMENT FOR DETENTION ADVOCACY SERVICES

**by and between
SEDGWICK COUNTY, KANSAS
and
KANSAS LEGAL SERVICES, INC.**

This Agreement made and entered into this ____ day of _____, 2016, by and between Sedgwick County, Kansas ("County") and Kansas Legal Services, Inc. a Kansas not-for-profit corporation ("Contractor" or "Provider").

WITNESSETH:

WHEREAS, County, by and through its Department of Corrections, is responsible for administering state funding to support programs that prevent juvenile delinquency in the community; and

WHEREAS, Provider is a legal services provider and a recipient of state funds dedicated to providing programs that prevent juvenile delinquency in the community; and

WHEREAS, County requires a legal services provider to provide legal representation to some of its Department of Corrections clients; and

WHEREAS, County and Provider desire to state the terms and conditions under which Provider will provide said services.

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

1. Purpose and Scope of Work. Provider shall provide services as detailed within Appendix C (Program Description and Evaluation Process), attached hereto and incorporated as if fully set forth herein. The parties agree that time is of the essence in Provider's performance of this Agreement.

2. Term. This Agreement shall commence on July 1, 2016, and shall terminate on December 31, 2016.

4. Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Face Sheet), Exhibit C (Program Description and Evaluation Process), Exhibit D (Program Outcomes), and Exhibit E (Budget) are attached hereto and are made a part hereof as if fully set forth herein.

General Terms and Conditions

1. Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

2. Authority to Contract. Contractor 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 Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

3. Compensation. The parties agree that under no circumstances will the compensation paid under any single term of this Agreement exceed EIGHTY-THREE THOUSAND SIX HUNDRED SIXTY-THREE DOLLARS (\$83,663.00). This amount shall be paid in four (4) equal installments, according to the State Fiscal Year. These fees include all of Contractor's time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder.

4. Invoicing and Billing. Contractor shall submit all invoices to Sedgwick County Finance, Accounts Payable. Invoices may be submitted electronically (AP_Invoices@sedgwick.gov), via fax (316.941.5127), or by mail to the following address: Sedgwick County Finance, Attention: Accounts Payable, 525 N. Main, Ste. 823, Wichita, Kansas 67203.

Invoices must include the following information:

- a. Invoice number
- b. Invoice date
- c. Supplier's name and address
- d. Customer's name and address
- e. Sedgwick County PO number (for PO purchases only)
- f. Sedgwick County contact name and department (for non-purchase order purchases)
- g. Details of the goods and/or services provided
 1. Include location address (if applicable)
- h. Goods quantity
- i. Prices of goods and/or services
- j. Total amount due
- k. Additional charges (i.e., freight) (must be listed as a separate invoice item)

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County.

5. Warranties and Representation. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this Agreement both as to time and quantities, with County reserving the right to cancel, reject or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Contractor must notify County immediately. Upon Contractor's failure to maintain delivery or otherwise perform hereunder, County reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Contractor with any additional costs incurred, unless Contractor's default arises from causes beyond its control and without fault or negligence. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise and/or any warranty that may be implied or imposed by operation of law.

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

County: Sedgwick County Department of Corrections
Attn: Steve Stonehouse, Interim Director
700 S. Hydraulic
Wichita, Kansas 67211

and

Sedgwick County Counselor=s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: Kansas Legal Services, Inc.
Attn: Jim Murphy
712 S. Kansas Ave., Suite 200
Topeka, Kansas 66603

7. Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of

such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. **Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

8. Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

9. Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST

rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

10. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

11. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

12. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

13. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

14. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

15. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

16. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

17. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement

18. Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

19. Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

20. Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

21. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by Contractor in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the County.

22. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. Contractor shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

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

SEDGWICK COUNTY, KANSAS

KANSAS LEGAL SERVICES, INC.

James M. Howell, Chairman
Fifth District, Board of County Commissioners

Marilyn Harp
Marilyn Harp
Executive Director

APPROVED AS TO FORM:

Misha C. Jacob-Warren
Misha C. Jacob-Warren
Assistant County Counselor

ATTEST:

Kelly B. Arnold, County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY 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 the Sedgwick County Contractual Mandatory Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the ____ day of _____, 20 ____.

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 Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County 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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **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 all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure

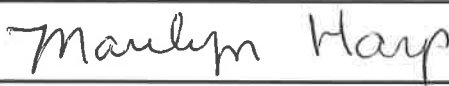
that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

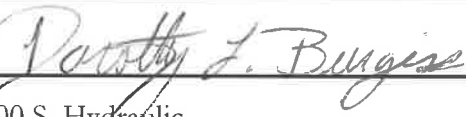
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *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 and 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 Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.

14. **Suspension/Debarment.** 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 excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. 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 the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT 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

EXHIBIT 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 SFY17 (excluding those who refuse or require separate counsel). In addition, the Kansas Legal Services attorneys will provide 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 will 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 attorneys will provide 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, 2016
- January 15, 2017

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.

EXHIBIT D PROGRAM OUTCOMES

1. Process Outcome

Outcome A: To serve 240 youth in SFY17, 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 SFY17, Kansas Legal Services will provide continued legal representation through 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 SFY17 (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 86% to 87%) in SFY17 the percentage of program participants who do not return to the Juvenile Intake and Assessment Center (JIAC) and/or the Juvenile Detention Facility (JDF) during case management, as measured by JIAC/ JDF admission records.

Outcome B: To increase by 1% (from 91% to 92%) in SFY17 the percentage of program participants who do not return to the Juvenile Intake and Assessment Center (JIAC) and/or the Juvenile Detention Facility (JDF) during continued legal representation, as measured by JIAC/JDF admission records.

Outcome C: To increase by 1% (from 90% to 91%) in SFY17 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 75% to 76%) in SFY17 the percentage of successful discharges in full compliance with conditions and court appearances from DAS case management.

Outcome E: In SFY17, 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 SFY17, 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.

EXHIBIT E
SFY17 BUDGET

A. Personnel

SFY17 Budget Workbook				
Name	FTE	Position Description	Salary	% of Time Paid by Program
Kellie Hogan		1 ASST MGR ATTY	\$33,368.00	1.00%
Dorothy Burgess		1 PARA IV	\$26,950.00	92.00%
David Coleman		1 PARA II	\$18,422.50	100.00%
Glenda Leonard		1 A A II	\$32,734.00	3.25%
Name	Salary Details	Salary		
Kellie Hogan	Salary	\$33,368.00	\$333.68	
	FICA Social Security	6.20%	\$20.69	
	FICA Medicare	1.45%	\$4.84	
	KPERS (Retirement Benefits)	2.00%	\$6.67	
	State Unemployment	28.00	\$0.28	
	State Workers Comp	0.60%	\$2.00	
	Health/Life/Dental	7,020.00	\$35.10	
	Life Insurance	66.00	\$0.66	
	Long Term Disability	4.50%	\$0.00	
Dorothy Burgess	Salary	\$26,950.00	\$24,794.00	
	FICA Social Security	6.20%	\$1,537.23	
	FICA Medicare	1.45%	\$359.51	
	KPERS (Retirement Benefits)	2.00%	\$495.88	
	State Unemployment	28.00	\$25.76	
	State Workers Comp	0.60%	\$148.76	
	Health/Life/Dental	7,020.00	\$3,229.20	
	Life Insurance	66.00	\$60.72	
	Longevity	4.50%	\$0.04	
David Coleman	Salary	\$18,422.50	\$18,422.50	
	FICA Social Security	6.20%	\$1,142.20	
	FICA Medicare	1.45%	\$267.13	
	KPERS (Retirement Benefits)	2.00%	\$368.45	
	State Unemployment	28.00	\$28.00	
	State Workers Comp	0.60%	\$110.54	
	Health/Life/Dental	7,020.00	\$3,510.00	
	Life Insurance	66.00	\$66.00	
	Longevity	4.50%	\$0.05	
Glenda Leonard	Salary	\$32,734.00	\$1,063.86	
	FICA Social Security	6.20%	\$65.96	
	FICA Medicare	1.45%	\$15.43	
	KPERS (Retirement Benefits)	2.00%	\$21.28	
	State Unemployment	28.00	\$0.91	
	State Workers Comp	0.60%	\$6.38	
	Health/Life/Dental	7,020.00	\$114.08	
	Life Insurance	66.00	\$2.15	
	Longevity	4.50%	\$0.00	
		Total	\$56,259.92	

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 92% 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 3.25% of her time on this program.

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

B. Non-Agency Personnel Costs

SFY17 Budget Narrative

Agency Operation Section

Travel Category	Details	Amount
local mileage	148 miles x .47 per miles (advocates)	\$70.00
local mileage	60 miles x .47 per miles (attorney)	\$28.00
Total		\$98.00

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.

Training Category	Details	Amount
Conference Registration	Fees for KLS staff to attend trainings or conferences	\$50.00
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.	\$50.00
Attorney Trial Advocacy Training	Attorney Advocacy Training for in state travel or out of state travel (out of state -with KLS/KDOC approval)	\$150.00
Total		\$250.00

Narrative – The reimbursement policy for KLS allows \$.47/mile for mileage, actual hotel costs and \$25/day per diem, less meals provided. The attorney assigned to this program is required to have specialized training in advocating for juvenile offenders. Funding would allow the 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.

Communication Category	Details	Amount
Internet Service	Internet Service	\$630.00
Network Plus	Annual Fee and anti-virus software	\$30.00
Cell Phone Service	Two cell phones - \$90 per month	\$540.00
Total		\$1,200

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.

Equipment Category	Details	Amount
Repair and replacement of technical equipment	This will cover the costs of repairing or replacing staff equipment	\$100.00
Total		\$100.00

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

Supplies/ Commodities Category	Details	Amount
Miscellaneous Office Supplies		\$181.72
Printing & Copying		\$250.00
Postage		\$74.00
Total		\$505.72

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.

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

Narrative – N/A

Contractual Category	Details	Amount
Attorney Services	Funds will cover costs of attorney services	\$24,500
Total		\$24,500

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.

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.	\$100.00
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.	\$50.00
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.	\$150.00
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.	\$250.00
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.	\$100.00
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.	\$100.00
Total		\$750
Total		\$27,403.72

Narrative – See narratives above.

Judicial District # 18

KDOC-JS Program Number
P1718-7

Budget Summary

SFY 2017

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

Funding Period: (from) **July 1, 2016** (to) **December 31, 2016**

Total amount of funding **\$83,663.64**

Allowable Expenses		Total Amount
A.	Personnel	\$56,259.92
B.	Travel / Subsistence	\$98
C.	Training	\$250
D.	Communication	\$1,200
E.	Equipment	\$100
F.	Supplies/Commodities	\$505.72
G.	Facility	\$0
H.	Contractual	\$24,500
I.	Contract / Client Services	\$750
Total Budget		\$83,663.64