

# AGREEMENT

## CONDITIONS OF GRANT

### Juvenile Justice Comprehensive Plan State Block Grant

A grant is hereby awarded, commencing on the 1st day of July 2017, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as “KDOC-JS,” to the **Sedgwick County Board of County Commissioners**, hereinafter referred to as “GRANTEE.” This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2018. Acceptance of block grant funds indicates GRANTEE’S acknowledgement of, and intent to comply with, all the conditions outlined below.

#### I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE’S comprehensive plan and grant application.
- B. Perform intake and assessment functions as required pursuant to K.S.A. 75-7023 and amendments thereto, and in accordance with KDOC-JS’s Juvenile Intake and Assessment Services Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards/jias>
- C. Perform juvenile intensive supervised probation functions as required pursuant to K.S.A. 75-7034 et seq. and in accordance with KDOC-JS’s Community Agency Supervision Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards>
- D. Perform case management services for juvenile offenders placed in KDOC-JS custody and in accordance with KDOC-JS’s Community Agency Supervision Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards>
- E. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC-JS Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, <http://www.doc.ks.gov/publications/kdoc-juvenile-services/financial-rules>
- F. Convene a juvenile corrections advisory board pursuant to K.S.A. 75-7044 and amendments thereto, and determine and establish an administrative structure for the effective administration and delivery of the comprehensive juvenile justice system.
- G. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by state block grant funds.
- H. Notify KDOC-JS in writing, within ten (10) days of appointment, of administrative changes of the Chairperson for the Board of County Commissioners or Juvenile Corrections Advisory Board, the Administrative Contact, or the Director(s) of Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation programs operated under this grant.
- I. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- J. Expend KDOC-JS funds, including, but not limited to, prevention and/or graduated sanctions in accordance with GRANTEE’S Juvenile Justice Comprehensive Plan State Block Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.

- K. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- L. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- M. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- N. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- O. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- P. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- Q. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- R. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- S. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- T. Provide services to applicable juveniles residing or adjudicated in GRANTEE's Judicial District.
- U. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- V. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- W. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- X. Attend all applicable training sponsored by KDOC-JS.
- Y. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of graduated sanctions and prevention services in order to maximize the effective and efficient

#### JUVENILE SERVICES GRANT CONDITIONS

use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

## II. JUVENILE SERVICES AGREES TO:

- A. Maintain standards, policies and procedures for Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation, and provide consultation and technical assistance to GRANTEE for the implementation of the comprehensive juvenile justice system.
- B. Provide oversight necessary to support the Juvenile Justice Reform Act.
- C. Maintain case management purchase of service funds for services in the Juvenile Services Provider Handbook, <http://www.doc.ks.gov/juvenile-services/provider-services/provider-handbook>
- D. Receive and process invoices for non-Medicaid provider services contained in the Handbook.
- E. Assume responsibility for payment of Medicaid services contained in the Case Management Payment System Handbook.
- F. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- H. Conduct audits and reviews of GRANTEE to determine their level of compliance with Juvenile Intake and Assessment, Community Case Management, and Juvenile Intensive Supervised Probation standards and the Case Management Payment System Handbook, KDOC-JS Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- I. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

**APPROVED BY: Chairperson, Board of County Commissioners**

Name: David M. Unruh  
(Please Print First Name, MI, and Last Name)

**Approved As To Form**  
*Nysha C. Jacob-Warren*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY: Kansas Department of Corrections, Juvenile Services**

Name: Joe Norwood, Secretary

Signature: \_\_\_\_\_ Date: \_\_\_\_\_