



Kansas Department of Corrections (KDOC) Grantee Conditions of Agreement

Agreement

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 KDOC - Community Programs Juvenile Justice Involved Youth Programs Grant (HB2021) application.

Allocate expenditures only for activities, events, or conferences that occur within the grant award period.

Assume the authority and responsibility for funds received through KDOC-CBS in accordance with the provisions of the KDOC's Financial Rules, Guidelines and Reporting Instructions. (Rev.7-2017)

Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the KDOC - Community Programs Juvenile Justice Involved Youth Programs Grant (HB2021) funds.

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-CBS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.

Expend KDOC-CBS funds in accordance with GRANTEE'S KDOC Community Programs Juvenile Justice Involved Youth Programs Grant (HB2021). Obtain advance approval in writing by the Deputy Secretary of Juvenile and Adult Community-Based Services 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.

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-CBS within thirty (30) days.

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-CBS may reduce the amount of the grant award.

Follow all applicable state and federal laws related to confidentiality of information regarding youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement. This provision is not intended to hinder the sharing of information where necessary to affect delivery of services when undertaken in compliance with applicable laws.

Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-CBS, its employees and/or its contractual agents.

Not consider employees or agents of the GRANTEE as agents or employees of KDOC-CBS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker's 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.

Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community-Based Services for final review and resolution.

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.

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 youth or their parent(s) or legal guardian(s), 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.

GRANTEE may serve youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement residing or adjudicated outside of their Judicial District if the territory in which the services are offered is approved in the grant application.

Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.

Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.

Maintain records and submit reports containing such information and at such times as required by KDOC-CBS.

Attend all applicable training sponsored by KDOC-CBS.

Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient 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-CBS Juvenile Intake and Assessment Standards, KDOCCBS Community Supervision Standards, KDOC-CBS Immediate Intervention Program Standards, KDOC's Financial Rules, Guidelines and Reporting Instructions, and state and federal law. If requested by

KDOC CBS, the GRANTEE shall forward a copy of all such agreements to KDOC-CBS indicating compliance with this condition.

Acknowledgement

My signature below certifies acceptance of state grant funds awarded by the KDOC and further indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

This grant award will be utilized solely for the purposes developing or enhancing behavioral health services in accordance with the final approved budget by KDOC.

Assume the authority and responsibility of funds received through KDOC and ensure compliance with all applicable Federal and State laws, Regulations and KDOC Financial Rules, Guidelines and Reporting Instructions. All costs associated with noncompliance under this section shall be the responsibility of Juvenile Detention Center/Host County.

Maintain books, records documents and other evidence in a manner that accurately reflects receipts and expenditures funded by this grant.

Maintain records and submit financial reports in the format prescribed by KDOC and at such times as required by KDOC.

Maintain records and submit data tracking reports in the format prescribed by KDOC and at such times as required by KDOC.

All funds unexpended at the end of the award period will be returned to KDOC within 30 days of KDOC approval of the 2nd quarter financial report.

Follow all applicable state and federal laws related to confidentiality of client information. This provision is not intended to hinder the sharing of information where necessary to affect delivery of services when undertaken in compliance with applicable laws.

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.

Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.

Not consider employees or agents of the Grantee as agents or employees of KDOC.

Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) day written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.

Acknowledge that if, in the judgement of the Secretary of Corrections, sufficient funds are not appropriate to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.

Not hold KDOC 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 the Grantee.

Submit problems or issues regarding the terms of this grant in writing to the KDOC Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.

Acceptance of Grantee Conditions of Agreement

Community-Based Agencies or Service Provider Signatures

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Government Agencies Signatures

Agency Director:

Printed Name: _____

Signature: _____

Date: _____

Advisory/Governing Board Chairperson

Printed Name: _____

Signature: _____

Date: _____

Board of County Commissioners Chairperson (Host County Only)

Printed Name: _____

Signature: _____

Date: _____