

INTERNAL MANAGEMENT POLICY & PROCEDURE

Applicability: ☐ Adult Operation Only ☐ JUVENILE Operations Only ☒ DEPARTMENT-WIDE

IMPP #: 01-105D

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ADMINISTRATION: Contracts for Programs and Services

Original Date Issued: 03-12-15 Replaces IMPP Issued: 10-04-22 **CURRENT EFFECTIVE DATE: 06-13-23**

Approved By: , Secretary

Next Scheduled Review: 03/2025

POLICY

Contractual agreements for programs and services shall follow established procedures for initial negotiation, review, drafting, approval/disapproval, and implementation. Each such agreement shall, where appropriate, include a provision, which specifies the desired mission related outcomes and how they will be measured. Contracts shall include language which requires that all consultants and contract personnel who work with offenders are required to abide by the Department's policies regarding confidentiality of information.

Employees of other public or private organizations providing a service to the agency are accountable to the principal administrator of the program in which they work; contractual agreements shall reflect the same.

DEFINITIONS

Interagency Agreement: A contractual agreement between the Department of Corrections and another state agency, federal agency, political subdivision of Kansas, agencies of other states or subdivisions thereof, or private nonprofit educational institution without a competitive bid process as authorized under K.S.A. 75-3739(g).

Local Service Contract: A contract which is limited in scope to one particular facility or office for such services as: refuse removal, vermin and pest control, equipment maintenance, etc.

Management Team: A panel of Central Office management staff designated by the Secretary. Currently this panel is comprised of the Secretary; Deputy Secretaries; Chief Legal Counsel; Executive Director of Contracts and Finance; Executive Director of Programs and Risk Reduction; Executive Director of Public Affairs; Enforcement, Apprehension, and Investigation Director; Human Resources Director, Chief Information Officer; Victim Services Director; Prisoner Review Board Chair; and the Fiscal Director.

Sole Source Contract: A contract negotiated without a competitive bid process on the basis that the program or service can only be provided by the designated vendor.

PROCEDURES

I. Contract Development, Review, and Approval

- A. Unless otherwise exempted, all contracts for goods and services shall be competitively bid through the Department of Administration, Office of Procurement & Contracts in accordance with KSA 75-3737a through KSA 75-3744, KSA 75-37,102, all applicable policies and procedures established by the Office of Procurement & Contracts, and IMPP 04-116D.
 1. Exemptions to competitive bid requirements include, but are not limited to:

- a. A sole source contract or interagency agreement which has received prior approval from the Department of Administration, Office of Procurement & Contracts. Requests for exemption from the competitive bidding requirements shall be made in accordance with IMPP 04-116D.
 - b. Delegated authority purchases as described in IMPP 04-116D.
 - c. Contracts, interagency agreements, and memorandums of understanding which have no fiscal impact to the Department.
- B. All contracts shall be subject to a process of contract review, which shall be completed prior to the contract becoming effective.
 - 1. The initiating management team member shall begin the review process by:
 - a. Sending the drafted contract via email to the KDOC Central Office Legal Assistant, and include the following information in the body of the email:
 - (1) The purpose of the contract;
 - (2) Whether or not the contract covers a specific budget item;
 - (3) The program/subprogram to which the contract is to be charged;
 - (4) The date upon which the contract is to be executed;
 - (5) The name of the staff member requesting the contract; and
 - (6) Any attachments or additional information to support the contract proposal.
 - 2. The KDOC Central Office Legal Assistant shall upload the drafted contract into Adobe Pro E-sign for review and approval by the following:
 - a. The appropriate Deputy Secretary of Corrections, or Division Director;
 - b. Fiscal Director;
 - c. Chief Legal Counsel; and
 - d. Secretary of Corrections.
 - 3. If substantive comments/revisions are made during the review process, the contract draft shall be returned to the initiating management team member to review and make any further revisions.
 - a. If substantive revisions have been made to the original draft, then the contract shall be subject to a second review.
- C. The action of the Secretary of Corrections shall be final.
 - 1. If approved by the Secretary of Corrections, the initiating management team member shall ensure that the terms of the contract are implemented.
 - a. Contracts bid through the Office of Procurement & Contracts must be signed by the Director of Purchasing prior to implementation of the contract. It is the responsibility of the Fiscal Director or designee to ensure the signature is obtained.
 - 2. If disapproved by the Secretary of Corrections, the draft contract shall be returned to the

initiating management team member with whatever comments the Secretary of Corrections deems appropriate.

- a. The management team member shall forward the draft contract and comments to the staff member initiating the contract proposal.

D. The KDOC Central Office Legal Assistant shall complete the following:

1. Maintain the original email with the contract information and supporting documents;
2. Track the approval status of the drafted contract;
3. Ensure all signatures are complete;
4. Review the final drafted contract;
5. Upload the contracts into the Power DMS system; and
6. Maintain any contracts with original signatures.

II. Monitoring of Program or Service Delivery

A. The management team member responsible for the service or program delivery specified by a given contract shall designate a staff person(s) who shall be responsible for monitoring on a continuous basis the delivery of all services and/or programs specified within the terms of the contract through inspections, audits, and reviews.

1. The warden, superintendent or parole director of each facility or office wherein programs and/or services are delivered by terms of the contract shall assist designated staff in all aspects of the monitoring function.
 - a. Upon request of the management team member or designee, the warden or superintendent shall provide such statistical, financial, and operational data as are required to effectively monitor the contractual performance of any programs and/or services which may be provided under the terms of contracts within the management team member's or divisional deputy secretary's scope of responsibility.
 - b. A management team member and/or designee shall be granted access to the buildings and grounds of each facility or office wherein contractual programs and/or services are provided under the terms of contracts for which the management team member has responsibility.
2. Each Principal Administrator shall act as the departmental liaison with all contractors providing programs and/or services under the terms of contracts within the management team member's scope of responsibility.

III. Central Location of Contracts

A. All contracts, leases and memoranda of agreements/understandings shall be maintained in Power DMS.

1. Each warden and superintendent shall establish a central collection point and designate responsible staff to retain a copy of each contract, lease, and memorandum of agreement/understanding which has an original signature.
2. With the exception of the local-level service contracts covered in Section IV., the KDOC Legal Division shall be the central collection point for retaining all contracts, leases, and memoranda of agreement/understanding related to services provided to or by any facility or

organizational entity within the Department which has an original signature.

3. Contracts with electronic signatures which have been placed within Power DMS shall not be maintained at central collection points.
- B. Each division that causes a contract or agreement to be entered into shall establish a process to ensure that the Legal Division is provided the original of each such document.

IV. Local Service Contracts

- A. Local service contracts shall be established and renewed in accordance with Section II. of this IMPP except that the warden or superintendent shall be the reviewing authority rather than the divisional deputy secretary or Secretary of Corrections.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff, residents, and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees, residents, or offenders, or an independent duty owed by the Department of Corrections to employees, residents, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

REPORTS

None.

REFERENCES

K.S.A. 75-5205, 75-3737a through 75-3744, 75-37,102
IMPP 04-116D

HISTORY

03-12-15 Original
10-04-22 Revision 1
06-13-23 Revision 2

ATTACHMENTS

None.