

## FY2023 Juvenile Comprehensive Plan Grant Signatory Approval Form

Community Corrections Agency (Agency): Fourth Judicial District Community Corrections

My signature below certifies that I did assist in the development, completion, and review of the agency's Comprehensive Plan grant application (Plan). I further certify that:

1. The Plan, including all forms and attachments, complies with the directions provided by the Kansas Department of Corrections (KDOC).
2. The Plan, including all forms and attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards and the KDOC Financial Rules, Guidelines and Reporting Instructions manual.
3. The Agency is willing to actively plan for implementing the consistent set of statewide policies to help guide the supervision and revocation process of probationers on juvenile community corrections supervision.
4. The Agency will provide timely, complete, and accurate data to the KDOC regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards, the KDOC Financial Rules, Guidelines and Reporting Instructions manual or special requests from the KDOC.


Furthermore, my signature below certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2022 through June 30, 2023 indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

1. Expend grant funds for the development, implementation, operation, and improvement of juvenile community correctional services pursuant to K.S.A. 75-7022, *et seq.*, and amendments thereto, KSA 38-2302, *et seq.*, and amendments thereto, KSA 38-1008 *et seq.*, and amendments thereto, as submitted in the Plan and approved by the Secretary of Corrections.
2. Assume the authority and responsibility of funds received through the KDOC and ensure compliance with all applicable Federal and State laws, Regulations, KDOC Juvenile Services Operating Standards, policies and procedures, and the KDOC Financial Rules, Guidelines and Reporting Instructions manual. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
3. Obtain advance approval in writing by the Deputy Secretary of KDOC 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. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
4. 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 within thirty (30) days.
5. 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 may reduce the amount of the grant award.
6. 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.
7. 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.
8. Not consider employees or agents of the Grantee as agents or employees of KDOC. 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.
9. 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 Grantee.

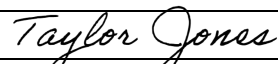
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10. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.
11. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
12. 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.

Agency Director

|               |   |
|---------------|---|
| Printed Name: | Dustin Browning   |
| Title:        | Director  |
| Signature:    |  |
| Date:         | 4/21/2022   |

Governing/Corrections Advisory Board Chairperson

|               |   |
|---------------|---|
| Printed Name: | Taylor Jones  |
| Title:        | Chair, Fourth Judicial District Community Corrections Advisory Board                |
| Signature:    |  |
| Date:         | 04/20/2022  |

Board of County Commission Chairperson (Host/Administrative County)\*

|               |  |
|---------------|--|
| Printed Name: | Roy Dunn   |
| Title:        | Chair, Franklin County Board of County Commissioners |
| Signature:    |  |
| Date:         |  |

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Host/Administrative County Financial Officer

|               |                       |
|---------------|-----------------------|
| Printed Name: | Janet Paddock         |
| Title:        | Franklin County Clerk |
| Signature:    |                       |
| Date:         |                       |

**\*Multi-county agencies** shall obtain the signature of the County Commission Chairperson of EACH county, unless either of the following is true:

- ✓ The counties have entered into an **Inter-local Agreement** that specifically states that the host/administrative county commission chairperson can sign for all counties. If so, only the signature of the host county commission chairperson is necessary.
- ✓ The counties have entered into an Inter-local Agreement that bestows the counties' governing authority onto the community corrections advisory board. If so, no county commission chairperson signature is required.

**Please use the following page if additional County Commission Chairperson signatures are required for your agency.**

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Board of County Commission Chairperson

|               |  |
|---------------|--|
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |
| County:       |  |

Board of County Commission Chairperson

|               |  |
|---------------|--|
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |
| County:       |  |

Board of County Commission Chairperson

|               |  |
|---------------|--|
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |
| County:       |  |

Board of County Commission Chairperson

|               |  |
|---------------|--|
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |
| County:       |  |

Board of County Commission Chairperson

|               |  |
|---------------|--|
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |
| County:       |  |