BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, DECEMBER 30, 2015
4:00 p.m.

CONSENT AGENDA

(1) (a) Consider approval of Commission Orders
(b) Consider authorizing Public Works Director to solicit bids for Project No. 2013-20, replacement of Bridge No. 10.00N-16.38E Route 458 Bridge over Coal Creek (Keith Browning); and
(c) Consider recommendation to renew medical and mental health services contracts for the correctional facility (Ken McGovern)

REGULAR AGENDA

(2) Take action authorizing execution of letter of intent between Douglas County and Bert Nash Community Mental Health Center, Inc. for location of proposed crisis intervention center (Craig Weinaug)

(3) Consider approval of 2015 Budget Amendments (information providing information for each budget amendment will be provided before the meeting) (Sarah Plinsky)

(4) (a) Consider approval of Accounts Payable (if necessary)
(b) Appointments
-Board of Construction Codes Appeals (1) position
-Food Policy Council – (1) position
-Fire District # 1 - (3) positions
(c) Public Comment
(d) Miscellaneous

(5) Adjourn

WEDNESDAY, JANUARY 6, 2016
-Proclamation to declare January 9, 2016 as "National Law Enforcement Appreciation Day (L.E.A.D.) Michelle Derusseau

WEDNESDAY, JANUARY 13, 2016
4:00 p.m.
-Energy Savings update (Eileen Horn)

WEDNESDAY, JANUARY 20, 2016

WEDNESDAY, JANUARY 27, 2016

WEDNESDAY, MARCH 16, 2016 – Light or cancelled

***Note**: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

DOUGLAS COUNTY PUBLIC WORKS
3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer KAB

Date : December 23, 2015

Re : Authorization to solicit construction bids for Project No. 2013-20
Replacement of Bridge No. 10.00N-16.38E
Route 458 bridge over Coal Creek

This bridge replacement project is in the CIP, and construction was originally scheduled for 2014. Given the 2014 road closures and resulting traffic congestion related to the SLT construction project and the 23rd & Iowa intersection project, the decision was made to not replace the bridge in 2014. We re-bid this project in February 2015. We received one bid only, which exceeded the engineer's estimate and was rejected. We wish to again solicit bids in early 2016. We feel the bid opening's timing and the 2016 bridge construction market will be conducive to better bids for this project.

The referenced bridge carries Route 458 (N 1000 Road) over Coal Creek approximately 0.38 miles east of Route 1055. The bridge is a 60 feet span, concrete rigid frame bridge constructed in 1937 with a sufficiency rating of 54.6. The bridge is narrow (24' roadway width), and has relatively low waterway capacity with occasional (on average, every 3-10 years) overtopping. The structural condition of the bridge is fair.

The replacement bridge will be a three-span concrete haunched-slab bridge with an overall length of approximately 102 feet. It will have a 36' roadway width, which provides for 6'-wide shoulders. It provides significantly increased waterway capacity, and will pass the 50-year flow with no overtopping.

We plan for construction to begin in May 2016. In spring 2016, KDOT plans to let a contract to repair slope failures in the Route 1057/K-10 interchange. Repairing these slope failures will require closing a portion of Route 1057. We plan to wait until after the KDOT work is completed before closing Route 458 for this bridge replacement project.

Action Required: Authorization to solicit bids for Project No. 2013-20, the replacement of Bridge No. 10.00N-16.38E, which carries Route 458 over Coal Creek.

OFFICE OF THE SHERIFF

Jim Martin, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Gary Bunting, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: December 23, 2015

Subject: Consider Recommendation to Renew Medical and Mental Health Services Contracts

The Douglas County Sheriff's Office is requesting permission to renew its current medical and mental health services contracts for the correctional facility. The medical services contracts are currently with Dr. Dennis Sale and the Douglas County Visiting Nurses Association. The renewals are needed in the interim until the Sheriff's Office can complete the previously approved informal bidding process and selection of a correctional healthcare provider.

The mental health contracts are currently with Dr. Keith Pattison and Bert Nash. These two contracts will likely continue after the selection of the correctional healthcare provider. The funding for all of the previously mentioned contracts has been approved for the 2016 budget.

I recommend that the Board of County Commissioners approve this request to renew our current medical and mental health services contracts. I will be available to answer any questions.

AGREEMENT

This Agreement is entered into effective the 1st day of January 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS through the DOUGLAS COUNTY SHERIFF'S OFFICE (hereinafter referred to as "**Sheriff**") and DENNIS E. SALE, D.O. (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, Sheriff operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates require adequate medical care; and

WHEREAS, Sheriff desires to contract with and pay Provider to provide adequate medical care to inmates within the applicable standard of care (hereinafter the "**Services**"), and Provider agrees to provide such Services on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. Engagement of Provider. Sheriff hereby engages Provider to provide the Services to inmates at the Facility, and Provider agrees to provide such Services. Sheriff shall provide medical exam space, together with basic supplies and equipment as needed for Provider to provide the Services.

2. Services Provided. The Services shall include:

A. Provide adequate health care services to inmates in the Facility by adequate staff, including licensed and qualified physicians and other persons using that degree of learning, knowledge and skill ordinarily possessed and used by members of that profession and of that school of medicine in which the physician or other person practices and under like circumstances. In the application of this learning, knowledge and skill the physician and other persons shall also use reasonable and ordinary care and diligence.

B. Objectively and systematically monitor and evaluate the quality and appropriateness of patient care to improve the system of ready access to adequate medical care and resolve identified problems (i.e. chart review).

C. Assume the role of sole provider of all medical matters involving medical judgment.

D. Report to the Sheriff, at least quarterly, concerning the health care delivery system and health environment and administrative procedural issues in order to better provide a system of ready access to adequate medical care. Also, provide an annual statistical summary report.

E. Provider shall remain on-call 24 hours a day, 7 days a week (including holidays) with the exception of time off that is permitted and set forth in paragraph 3 B.

3. Hours of Services. Provider believes the following shall generally constitute adequate staffing for the Services, and the Parties agree that changes thereto shall serve as a basis to renegotiate the compensation under this Agreement.

A. Three days per week, typically Monday, Wednesday, and Friday mornings, Provider shall be on-site (at the Facility and not elsewhere) for a minimum of two hours each day, or such longer period of time as necessary for all consultations, examinations, and treatment of inmates requiring such as part of the Services. In the event that Monday, Wednesday, or Friday falls on a County-observed holiday, then Provider shall be on-site for another day during the same week.

B. Provider shall be permitted to take two weeks off per year and still receive payment for those two weeks; provided, however, that Provider shall give the Sheriff or Jail Administrator advance notice to permit the Sheriff to make arrangements with LAWRENCE EMERGENCY MEDICINE ASSOCIATES, P.A. to provide Services during those weeks that Provider is not providing Services.

4. Licensure. Provider shall be appropriately licensed by the applicable board of the State of Kansas. Upon the request of Sheriff, Provider shall furnish Sheriff with proof of appropriate licensure for all persons who provide any of the Services.

5. Compensation. As compensation for providing the Services, Sheriff shall pay Provider the sum of $5,096 each month. Sheriff shall have no obligation to pay any additional compensation for wages, employee benefits, on-call time, overtime, taxes, insurance premiums, travel, education, or any other costs that Provider incurs in connection with this Agreement. Additional compensation shall only be payable as described in Paragraph 6.

6. Invoices. Sheriff shall pay Provider for Services provided in accordance with Paragraph 3 in monthly payments, without the necessity of Provider submitting a separate invoice to Sheriff. If increased census or special needs of the Jail population are such that Provider cannot reasonably provide Services to inmates needing Services, Provider may provide up to one additional hour of Services per week. In the event Provider provides these additional Services, Provider shall invoice Sheriff at a rate of $145 per hour for additional Services. Sheriff shall pay each invoice within 30 calendar days of receipt. Sheriff shall contact Provider accounts receivable staff about questions regarding any invoice.

7. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Provider shall be an independent contractor of Sheriff and no person with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee of Sheriff. Provider shall be solely responsible for the means, manner, and method of providing the Services. Provider shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

8. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2016 and terminate on June 30, 2016. Sheriff, however, shall have the option to renew this Agreement for up to sixteen (16) additional three month terms, with each renewal being for an additional

three month term; provided, however, that Sheriff agrees to exercise such option by notice to Provider at least 60 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend three additional months each time Sheriff exercises its option to renew. Sheriff's extension of this Agreement one or more times shall not require that Sheriff exercise its option to extend for any other terms. Fees for subsequent months of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to Sheriff on or before April 1 to become effective January 1 of the following year (necessary so the Sheriff can establish its budget for the following calendar year during the summer of the current year).

B. In the event Provider fails to provide the Services in compliance with this Agreement and any such default is not cured within 20 days after Sheriff has provided Provider with notice of such default, Sheriff shall have the option to terminate this Agreement, with the effective date of such termination being 60 days after the expiration of the cure period or such earlier or later date as the Sheriff may inform Provider within 10 days of the expiration of the cure period.

C. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide personnel as required in this Agreement, Sheriff shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Provider such that Sheriff does not pay for Services and time not supplied.

9. Insurance.

A. During the term of this Agreement, Provider shall furnish and keep in force and effect workers' compensation insurance in accordance with statutory requirements of the State of Kansas, which insurance shall cover all applicable persons who provide any Services under this Agreement.

B. During the term of this Agreement, Provider shall furnish and keep in force professional liability insurance insuring Provider and its entire staff who provide any Services under this Agreement. Provider shall ensure that any other person with whom Provider associates to provide any Services shall also have professional liability insurance in force at such time that the Services are provided.

C. All insurance required under this Agreement shall be issued by insurance companies authorized to issue such insurance policies in the State of Kansas. From time to time, upon request of Sheriff, Provider shall provide Sheriff with Certificates of Insurance showing that all insurance required under this Agreement is in force.

10. Kansas Act Against Discrimination. As required by K.S.A. 44-1030 for companies contracting with public agencies, Provider agrees as follows:

A. Provider shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person on the performance of the work under the present contract because of race, religion, color, sex, national origin or ancestry.

B. In all solicitations or advertisements for employees, the Provider shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Provider fails to comply with the manner in which Provider reports to the Kansas Human Rights Commission, in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

D. If Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

E. Provider shall include the provisions of this Paragraph in any subcontract entered into pursuant to this Agreement so that the provisions will be binding upon such subcontractor.

11. Annual Screening. The Kansas Criminal Justice Information System ("**KCJIS**") guidelines require employees, contract workers, and volunteers of all criminal justice agencies to have a screening for criminal history or activity. Provider acknowledges that Sheriff will perform an annual screening of the persons Provider identifies (or as otherwise identified by Sheriff) who will provide the Services in accordance with the KCJIS guidelines and Sheriff's policy, as amended from time to time, and agrees to assist in facilitating such screenings. If any screening reveals a criminal history or activity by any Provider employee who provides any of the Services, the Sheriff will notify Provider. Provider shall be responsible for follow-up with the employee in consultation with Sheriff regarding KCJIS guidelines and Sheriff Policy, as amended from time to time, but it is possible that the person may be barred from providing Services at the Facility.

12. HIPAA. Sheriff and Provider agree as to any records containing "protected health information" (as defined in the Health Insurance Portability and Accountability Act of 1996) (the "Act") to the extent the Act is applicable:

A. to implement and use appropriate safeguards to prevent the use and disclosure of protected health information for purposes except as permitted by this Agreement or the Act;

B. to not use or disclose protected health information that would violate the regulations promulgated pursuant to the Act;

13. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. Notwithstanding the previous sentence, the Douglas County Sheriff or its designee is hereby authorized to renew this Agreement in accordance with Paragraph 9. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

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

SHERIFF:

Board of County Commissioners of Douglas County, Kansas

ATTEST:

By: _____
Jim Flory, Chair

_____
Jameson D. Shew, County Clerk

Douglas County Sheriff's Office

By: _____

Printed Name: Dennis Sale DO

Title: physician

PROVIDER:

Dennis E. Sale, D.O.

By: _____
Dr. Dennis E. Sale, Manager/Member

AGREEMENT

This Agreement is entered into effective the 1st day of January 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS through the DOUGLAS COUNTY SHERIFF'S OFFICE (hereinafter referred to as "**Sheriff**") and BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, Sheriff operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates require adequate mental health care; and

WHEREAS, Sheriff desires to contract with and pay Provider to provide adequate mental health care to inmates within the applicable standard of care (hereinafter the "**Services**"), and Provider agrees to provide such Services on the terms and conditions contained herein.

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. Engagement of Provider. Sheriff hereby engages Provider to provide the Services to inmates at the Facility, and Provider agrees to provide such Services. Sheriff shall provide medical exam space, together with basic supplies and equipment as needed for Provider to provide the Services.

2. Services Provided. The Services shall include:

   A. Provide adequate mental health care services to inmates in the Facility by adequate staff, including licensed and qualified therapists and other persons using that degree of learning, knowledge and skill ordinarily possessed and used by members of that profession and of that school of medicine in which the nurse or other person practices and under like circumstances and at the time of the treatment, diagnosis and services. In the application of this learning, knowledge and skill the nurse and other persons shall also use reasonable and ordinary care and diligence.

   B. Objectively and systematically monitor and evaluate the quality and appropriateness of patient care to improve the system of ready access to adequate mental health care and resolve identified problems.

   C. Report to the Sheriff, at least quarterly, concerning the mental health care delivery system and mental health environment and administrative procedural issues in order to better provide a system of ready access to adequate mental health care. Also, provide an annual statistical summary report.

3. Hours of Services. Provider believes the following shall generally constitute adequate staffing for the Services.

   A. Provide a qualified, experienced Master-prepared therapist to come on-site, Monday - Friday (excluding holidays) at the Facility not to exceed fifteen (15) hours

per week to render evaluation, brief psychotherapy, and to make oral followed up by written recommendations to Facility staff regarding needs for psychiatric medication evaluations and/or suicide watch precautions.

B. Provide twenty-five (25) hours per week of Bachelor-level case management services to be on-site providing groups, referrals and access coordination to community resources such as housing and medical care to meet other social-medical needs of inmates.

C. Provide Monday - Friday, a review of inmates incarcerated the previous day and facilitate notification to the Facility nursing personnel or the Facility psychiatrist regarding any medications the inmate is currently being prescribed by a Provider psychiatrist to provide continuity of treatment.

D. Provide Bert Nash Access Center/After-hours Screeners support, on a "24/7" basis, to offer emergency phone consultation to Sheriff's staff at no charge to consult on inmate situations and also provide emergency on-site consultation within one to three hours to assist Facility staff in determining the appropriate disposition of an inmate who is in acute crisis such as making recommendations for psychiatric medication evaluation or suicide or safety cell watch precautions.

4. Licensure. All persons providing Services under this Agreement shall be appropriately licensed by the applicable board of the State of Kansas. Upon the request of Sheriff, persons shall furnish Sheriff with proof of appropriate licensure for all persons who provide any of the Services.

5. Compensation. As compensation for providing the Services, Sheriff shall pay Provider as follows:

Bert Nash Access Center Phone Consultation Support	No charge
On-Site Evaluation and Treatment Services with a Masters-level therapist and a Bachelors-level Case Manager	15 hours per week Master-level and 25 hours per week Bachelors-level billed in equal monthly installments of $6,258.00, totaling $75,096.00 for the year
"24/7" on-site emergency evaluation services	$150 per evaluation
Court testimony	$100 per hour
Aftercare Reentry Group Sessions	$85/hour or $1,360 per 16 weekly one-hour sessions.
AIMS	(See para. 6 below)

Sheriff shall have no obligation to pay any additional compensation for wages, employee benefits, on-call time, overtime, taxes, insurance premiums, travel, education, or any other costs that Provider incurs in connection with this Agreement. Additional compensation shall only be payable as described in Paragraph 6.

6. AIMS Case Manager. As a Service in addition to those set forth in Paragraph 2, Provider agrees to provide an Access Intervene Mobilize Success (AIMS) Case Manager. Sheriff agrees to pay Provider for 40 hours per week billed in equal monthly installments as incurred, not to exceed: $3,450.00 per month or $41,400.00 per year. In addition, Sheriff will pay in reimbursement of not to exceed $1,500 for training for the AIMS Case Manager; provided, however, that the Sheriff's Office requests and approves the training in advance, and reimbursement includes registration, mileage, meals, and lodging (in accordance with Douglas County travel policy), and will be paid to Provider after the training is complete and Provider submits receipts documenting the expenses. The payment for AIMS Case Manager shall be in addition to the base compensation set forth in Paragraph 5. AIMS Case Manager provided pursuant to this Paragraph shall be considered a Service as defined in this Agreement.

7. Invoices. Sheriff shall pay Provider for Services provided in accordance with Paragraph 3 within 30 calendar days of receipt of an invoice from Provider. Sheriff shall contact Provider accounts receivable staff about questions regarding any invoice.

8. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Provider shall be an independent contractor of Sheriff and no person with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee of Sheriff. Provider shall be solely responsible for the means, manner, and method of providing the Services. Provider shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services, and shall require such persons to agree in writing to all terms of this Agreement.

9. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2016 and terminate on June 30, 2016. Sheriff, however, shall have the option to renew this Agreement for up to sixteen (16) additional three month terms, with each renewal being for an additional three month term; provided, however, that Sheriff agrees to exercise such option by notice to Provider at least 60 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend three additional months each time Sheriff exercises its option to renew. Sheriff's extension of this Agreement one or more times shall not require that Sheriff exercise its option to extend for any other terms. Fees for subsequent months of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to Sheriff on or before April 1 to become effective January 1 of the following year (necessary so the Sheriff can establish its budget for the following calendar year during the summer of the current year).

B. In the event Provider fails to provide the Services in compliance with this Agreement and any such default is not cured within 20 days after Sheriff has provided Provider with notice of such default, Sheriff shall have the option to terminate this Agreement, with the effective date of such termination being 60 days after the expiration of the cure period or such earlier or later date as the Sheriff may inform Provider within 10 days of the expiration of the cure period.

C. Notwithstanding Paragraph B, in the event that Provider fails to provide personnel at the Facility on the days and during the times required in this Agreement, and such failure is the result of Provider's unexpected loss of personnel that Provider used to staff the Facility, and such default is not cured within thirty (30) days after Sheriff has provided Provider with notice of such default, Sheriff shall have the option to terminate this Agreement, with the effective date of such termination being sixty (60) days after the date of that Sheriff provided the notice of default. The Douglas County Sheriff, however, in his/her sole discretion, shall have the option to extend the thirty (30) day cure period if he/she believes it likely that Provider will promptly solve its personnel shortage.

D. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide personnel as required in this Agreement, Sheriff shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Provider such that Sheriff does not pay for Services and time not supplied.

10. Insurance.

A. During the term of this Agreement, Provider shall furnish and keep in force and effect workers' compensation insurance in accordance with statutory requirements of the State of Kansas, which insurance shall cover all applicable persons who provide any Services under this Agreement.

B. During the term of this Agreement, Provider shall furnish and keep in force professional liability insurance insuring Provider and its entire staff who provide any Services under this Agreement. Provider shall ensure that any other person with whom Provider associates to provide any Services shall also have professional liability insurance in force at such time that the Services are provided.

C. All insurance required under this Agreement shall be issued by insurance companies authorized to issue such insurance policies in the State of Kansas. From time to time, upon request of Sheriff, Provider shall provide Sheriff with Certificates of Insurance showing that all insurance required under this Agreement is in force.

11. Kansas Act Against Discrimination. As required by K.S.A. 44-1030 for companies contracting with public agencies, Provider agrees as follows:

A. Provider shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person on the performance of the work under the present contract because of race, religion, color, sex, national origin or ancestry.

B. In all solicitations or advertisements for employees, the Provider shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Provider fails to comply with the manner in which Provider reports to the Kansas Human Rights Commission, in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

D. If Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Provider shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Sheriff.

E. Provider shall include the provisions of this Paragraph in any subcontract entered into pursuant to this Agreement so that the provisions will be binding upon such subcontractor.

12. Annual Screening. The Kansas Criminal Justice Information System ("**KCJIS**") guidelines require employees, contract workers, and volunteers of all criminal justice agencies to have a screening for criminal history or activity. Provider acknowledges that Sheriff will perform an annual screening of the persons Provider identifies (or as otherwise identified by Sheriff) who will provide the Services in accordance with the KCJIS guidelines and Sheriff's policy, as amended from time to time, and agrees to assist in facilitating such screenings. If any screening reveals a criminal history or activity by any Provider employee who provides any of the Services, the Sheriff will notify Provider. Provider shall be responsible for follow-up with the employee in consultation with Sheriff regarding KCJIS guidelines and Sheriff Policy, as amended from time to time, but it is possible that the person may be barred from providing Services at the Facility.

13. HIPAA. Sheriff and Provider agree as to any records containing "protected health information" (as defined in the Health Insurance Portability and Accountability Act of 1996) (the "Act") to the extent the Act is applicable:

A. to implement and use appropriate safeguards to prevent the use and disclosure of protected health information for purposes except as permitted by this Agreement or the Act;

B. to not use or disclose protected health information that would violate the regulations promulgated pursuant to the Act;

14. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. Notwithstanding the previous sentence, the Douglas County Sheriff or its designee is hereby authorized to renew this Agreement in writing in accordance with Paragraph 9. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. Nothing with this Agreement shall serve to create any duty to or rights in third

parties. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

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

SHERIFF:

Board of County Commissioners of Douglas County, Kansas

ATTEST:

By: _____
Jim Flory, Chair

_____
Jameson D. Shew, County Clerk

Douglas County Sheriff's Office

By:_____

Printed Name:_____

Title:_____

PROVIDER:

Bert Nash Community Mental Health Center, Inc.

By: Patricia Roach Smith

Printed Name: Patricia Roach Smith

Title: Chief Operations Officer

12-10-15

Letter of Intent between Douglas County and Bert Nash Community Mental Health Center, Inc.

Whereas Chapter 19 Article 40 of Kansas Statute Annotated and Article 60 of Kansas Administrative Regulations establish the relationship of counties and community mental health centers to provide mental health services and

Whereas Douglas County has designated Bert Nash Community Mental Health Center, Inc. (hereinafter Bert Nash) as the local mental health authority and

Whereas Bert Nash is licensed as a community mental health center by the State of Kansas to provide mental health services to Douglas County residents regardless of ability to pay and

Whereas Bert Nash contracts with Douglas County Sheriff to be the provider of mental health services at the Douglas County Jail and

Whereas Douglas County has concluded a thorough study of the evolving needs and use of the Douglas County Jail and

Whereas the study found that a restoration center along with a specialty court, and law enforcement training for Crisis Intervention Teams (CIT) would reduce the number of people incarcerated now and in the future and

Whereas the Douglas County Board of Commissioners has concluded that the provision of a mental health restoration center providing 24/7 crisis intervention services to Douglas County residents would substantially improve the availability of such assistance and substantially reduce the use of inappropriate and/or more costly services therefore

Douglas County and Bert Nash agree to work cooperatively to establish, construct and operate a 24/7 restoration center and

Bert Nash agrees to provide or substantially provide the site for the center and the mental health services required and

Douglas County agrees to provide or substantially provide the capital required to construct the center and financial support for operations and

Nothing in this Letter of Intent prohibits the involvement of other community health providers or law enforcement agencies in participating as appropriate and

Douglas County and Bert Nash agree to continue to work together as appropriate in additional programs to insure appropriate treatment intervention including CIT training and a specialty court.

Cindy Maude

Cindy Maude, Governing Board Chair
Bert Nash Community Mental Health Center

Douglas County Commission

Amended
Certificate
For Calendar Year 2015

To the Clerk of Douglas County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
Douglas County
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:		Page No.	2015 Amended Budget: Amount of 2014 Tax that was Levied	Adopted 2015 Expenditures	Proposed Amended 2015 Expenditures
Fund	**K.S.A.**				
General	79-1946	2	3,557,234	41,999,713	42,534,754
Road & Bridge	79-1946	3	3,557,234	5,985,931	5,998,221
Ambulance	65-6113	4	3,143,634	5,231,560	5,739,060
Employee Benefits	12-16,102	5	8,502,821	10,109,518	10,244,377
Grants	12-1663	6			625,000
Totals		xxxxxxxxxx	18,760,923	63,326,722	65,141,412
Summary of Amendments		7			

Attested date:_____

_____
County Clerk

Assisted by:

_____

Address:

_____

_____

Email:

_____

_____
Nancy Thellman

_____
Jim Flory

_____
Mike Gaughan

Governing Body