

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JANUARY 10, 2018

6:00 p.m.

-Election on Commission Officers

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider renewal of the Jail's mental health services contract with Bert Nash (Gary Bunting);
- (c) Consider authorizing the County Administrator to issue check in the amount of \$200,000 to Peaslee Tech Training Center in partial down payment of debt on Peaslee Building as authorized in 2018 Budget. (Weinaug); and
- (d) Consider approval of agreement to treat Noxious Weeds for KDOT (Keith Browning)

REGULAR AGENDA

- (2) Presentation/update on capital and operating financing options for capital projects including jail and behavior health projects (Sarah Plinsky)-Added
- (3) Presentation on behavioral health operating preliminary estimates update (Bob Tryanski) -added
- (4) Adjourn

WEDNESDAY, JANUARY 17, 2018

6:00 p.m.

- Commission discussion of Jail and Behavioral Health Campus Capital Projects

WEDNESDAY, JANUARY 24, 2018

WEDNESDAY, JANUARY 31, 2018

-Food Policy Council Annual Report (Helen Schnoes)

WEDNESDAY, FEBRUARY 7, 2018

-TA-16-00510: Consider a Text Amendment to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add 'Landfills' to the enumerated list of Conditional Uses, provide a definition, and establish standards for the use. *Initiated by County Commission on 11/30/16.* Mary Miller is the Planner.

-Code update for Solid Waste Management Chapter 10.

WEDNESDAY, FEBRUARY 14, 2018

Report from executive director of Peaslee Center (Kevin Kelley)

WEDNESDAY, FEBRUARY 21, 2018

4:00 p.m.

-E-Community update (Jill Jolicoeur)

WEDNESDAY, FEBRUARY 21, 2018

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 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.*

OFFICE OF

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



THE SHERIFF

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: January 5, 2018

Subject: Consider Recommendation to Approve Amended Mental Health Services Contract

The Douglas County Sheriff's Office is requesting permission to enter into an amended mental health services contract with Bert Nash for the correctional facility. The significant changes for this renewal include the addition of two personnel (the AID grant clinicians), one employee will function as a forensic mental health services team leader and provide clinical services while the other employee will provide clinical services only. Contract addendums have also been added which outline position responsibilities, functions, and duties for each Bert Nash staff position within the correctional facility. The overall amount of funding for this contract has been approved for the 2018 budget.

I recommend that the Board of County Commissioners approve the amended mental health services contract. I will be available to answer any questions.

AGREEMENT

This Agreement is entered into effective the 1st day of January 2018, 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 Correctional Facility (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 Qualified Mental Health Professionals 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, monthly, 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 quarterly and annual statistical summary reports.

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

A. Provide a qualified Advanced Practice Registered Nurse (APRN) to come on-site to provide five (5) hours per week of psychiatric medication evaluations, psychiatric medication follow up appointments to inmates of the Facility and consultation to Facility staff and on-site Bert Nash Center Staff regarding psychiatric medications for

inmates. The Bert Nash Center will provide specialized supervision to the APRN by contracting one hour per week with a psychiatrist with substantial experience and expertise in providing medication services to an inmate population.

B. Provide a qualified, experienced Qualified Mental Health Professional to come on-site, Monday - Friday (excluding holidays) at the Facility not to exceed forty (40) 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.

C. Provide Monday - Friday, a review of inmates incarcerated the previous business day and facilitate notification to the Facility nursing personnel or the Facility Mental Health APRN 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 psychiatric medication evaluations, psychiatric medication follow up and consultation for staff	5 hours per week of APRN services which includes one hour of supervision per week. One hour per week of expert psychiatrist to provide supervision to APRN per week billed in equal monthly installments of \$1,881.35, totaling \$22,576.16 for the year.
On-Site Forensics Services Team Leader (1)	40 hours per week for one (1) Qualified Mental Health Professional billed in equal monthly installments of 5,415.67, totaling 64,988.00 for the year.

On-Site Evaluation and Treatment Services with Qualified Mental Health Professionals (3)	40 hours per week for three (3) Qualified Mental Health Professionals billed in equal monthly installments of \$12,423.14, totaling \$149,077.65 for the year
"24/7" on-site emergency evaluation services	\$150 per evaluation
Court testimony	\$100 per hour

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.

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 and or/Douglas County, Kansas. 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. Addendum(s). When requested, each Provider employee shall execute an Addendum acknowledging the further requirements and obligations owed by that Provider employee to the Sheriff. These are in addition to the Provider requirements and when they conflict, the Addendum controls as to Provider employee actions.

10.. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2018 and terminate on December 31, 2018. Sheriff, however, shall have the option to renew this Agreement for up to four (4) one year terms, with each renewal being for an additional one year 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. 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.

11. 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.

12. 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.

13. 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.

14. 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;

15. 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

By: _____
Chair of the Board of County Commissioners

Printed Name: _____

ATTEST:

Jameson D. Shew, County Clerk

Douglas County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

PROVIDER:

Bert Nash Community Mental Health Center, Inc.

By: _____

Printed Name: _____

Title: _____

Douglas County Correctional Facility

Mental Health Job Descriptions:

Team Leader CSS Forensic Specialty Services Addendum

This document is to serve as an addition to Bert Nash Community Mental Health Center's job description Team Leader CSS Forensic Specialty Services position. Covered below are the additional requirements, training and duties for the Team Leader CSS Forensic Specialty Services position.

PART I- ESSENTIAL JOB FUNCTIONS:

Primary Job Functions:

- Provide case management in-facility and post-release;

Secondary Job Functions:

- Conduct suicide risk assessments, follow-up reports and communicate with security staff;
- Address requests for mental health services within the facility;
- Provide recommendations and support to mental health prescriber;
- Discharge planning for inmates prescribed psychotropic medications;

PART II- REQUIREMENTS

REQUIRED KNOWLEDGES, ABILITIES, AND SKILLS

- Abide by policies related to the safety and security of the facility;
- Continually develop knowledge, skills, abilities and personal characteristics needed to function within the correctional environment, including Interpersonal Communication Skills, Motivational Interviewing and Effective Practices in Correctional Settings II (EPICS II);
- Certification in Level of Service Inventory – Revised (LSI-R) assessment;
- Collaborative working relationship with District Attorney's Office, District Court and Municipal Courts in Douglas County;
- Be committed to the continual improvement of the day-to-day operations of the Programs and Reentry Division;
- Ability to effectively and efficiently utilize the facility's information technology systems, including any related software and information management systems;
- Ability to pass background check per KBI requirements for criminal history access;

This post order should not be interpreted as all-inclusive. It is intended to identify the major responsibilities of this position. It in no way covers all tasks asked of the incumbent.

PART III- DUTIES

SCOPE OF WORK

- Meet monthly with the Corrections Undersheriff to review mental health services report;
- Communicate with the Shift Supervisor daily;
- Coordinate services with the Reentry team, attend Reentry team meeting weekly;
- Be trained and capable of providing the following mental health services at the DCCF:
 - Clinical Assessment

- Reentry Case Management
 - AID Program; Screening, Assessment and Case Management;
- Respond to inmate requests for mental health services within 24 business hours;
- Collaborate with Programs Coordinator, Reentry Team, Classification Officer, Inmate Work Program Supervisor, Work Release Lieutenant and Housing Unit Supervisor, contracted medical provider, community-based partners, community stakeholders and facility staff regarding inmate reentry;

DIRECTLY RESPONSIBLE FOR

- Maintaining the following certifications:
 - Clinical License;
 - Motivational Interviewing;
 - EPICS II;
 - LSI-R;
- Reporting all equipment and/or electronic repairs as soon as possible;
- Maintaining certification of CPR and AED operation; and
- All other duties as assigned by supervisor.

SECONDARY RESPONSIBILITIES:

- DCCF Clinical Duties
 - Suicide Risk Assessment
 - Suicide Follow-up Assessment
 - Mental Illness Assessment
 - Serious Mental Illness (SMI) Determination Form
 - Log code in JMS
 - Mental Health Request Forms

TRANSPORTATION

- In custody inmates/clients shall be transported by a Sheriff's Deputy, Reentry Staff may accompany;
- Use of Sheriff's Office Reentry vehicle for work purposes. Transportation of clients in the community should be done in Sheriff's vehicle;
- Use of personal vehicle in compliance of Bert Nash Center policy;
- If a client is perceived to be intoxicated/impaired/under the influence, they shall not ride in a vehicle with staff;
- Clients' belongings will not be stored in a personal vehicle.

SAFETY

- Community based clients will be staffed by the Reentry Team to determine the appropriate staff level for community contact (examples; two staff only, public meeting only, LEO support required, etc.);
- Reentry staff will record all community activity prior to leaving the DCCF on their electronic calendar;

- When conducting community activities, Reentry staff shall always carry their agency issued cell phone;
- In the event a home based visit is conducted; the event will be staffed by the Reentry Team, two staff will go together and a Law Enforcement Officer will accompany as needed;
- Reentry staff may terminate a community visit anytime, at their discretion;
- Report any and all incidents to the Administrative Captain.

Douglas County Correctional Facility

Mental Health Job Descriptions:

Clinical Case Manager Therapist Jail Addendum

This document is to serve as an addition to Bert Nash Community Mental Health Center's job description Clinical Case Manager Therapist Jail position. Covered below are the additional requirements, training and duties for the Clinical Case Manager Therapist Jail.

PART I- ESSENTIAL JOB FUNCTIONS:

- Conduct suicide risk assessments, follow-up reports and communicate with security staff;
- Address requests for mental health services within the facility;
- Provide recommendations and support to mental health prescriber;
- Discharge planning for inmates prescribed psychotropic medications;

PART II- REQUIREMENTS

REQUIRED KNOWLEDGES, ABILITIES, AND SKILLS

- Abide by policies related to the safety and security of the facility;
- Continually develop knowledge, skills, abilities and personal characteristics needed to function within the correctional environment, including Interpersonal Communication Skills, Motivational Interviewing and Effective Practices in Correctional Settings II (EPICS II);
- Be committed to the continual improvement of the day-to-day operations of the Programs and Reentry Division;
- Ability to effectively and efficiently utilize the facility's information technology systems, including any related software and information management systems;
- Ability to pass background check per KBI requirements for criminal history access.

This post order should not be interpreted as all-inclusive. It is intended to identify the major responsibilities of this position. It in no way covers all tasks asked of the incumbent.

PART III- DUTIES

SCOPE OF WORK

- Conduct suicide risk assessment and follow-up assessment;
- Respond to inmate requests for mental health services within 24 business hours;
- Collaborate with Programs Coordinator, Reentry Team, Classification Officer, Inmate Work Program Supervisor, Work Release Lieutenant and Housing Unit Supervisor, contracted medical provider, community-based partners, community stakeholders and facility staff regarding inmate reentry.

DIRECTLY RESPONSIBLE FOR

- Maintaining the following certifications:
 - Clinical License;

- Motivational Interviewing;
 - EPICS II;
- Supervision of Student Intern assigned to DCCCF Mental Health Team;
- Support to Assess – Identify – Divert (AID) Program:
 - Able to conduct the following screens:
 - Brief Jail Mental Health Screen;
 - S-BIRT;
 - Brief Trauma Screen;
 - Able to Assessment for mental health diagnosis;
 - Document screen/assessment results and referral;
- Providing feedback for potential inmate work referral and/or work release recommendation;
- Monitoring and facilitating programs;
 - Anger Management class weekly;
- Reporting all equipment and/or electronic repairs as soon as possible;
- Maintaining certification of CPR and AED operation; and
- All other duties as assigned by supervisor.

SECONDARY RESPONSIBILITIES:

- DCCF Clinical Duties
 - Suicide Risk Assessment
 - Suicide Follow-up Assessment
 - Mental Illness Assessment
 - Serious Mental Illness (SMI) Determination Form
 - Log code in JMS
 - Mental Health Request Forms

Transportation

- In custody inmates/clients shall be transported by a Sheriff's Deputy, Reentry Staff may accompany;
- Use of Sheriff's Office Reentry vehicle for work purposes. Transportation of clients in the community should be done in Sheriff's vehicle;
- Use of personal vehicle in compliance of Bert Nash Center policy;
- If a client is perceived to be intoxicated/impaired/under the influence, they shall not ride in a vehicle with staff;
- Clients' belongings will not be stored in a personal vehicle or at the DCCF.

Safety

- Community based clients will be staffed by the Reentry Team to determine the appropriate staff level for community contact (examples; two staff only, public meeting only, LEO support required, etc.);
- Reentry staff will record all community activity prior to leaving the DCCF on their electronic calendar;

- When conducting community activities, Reentry staff shall always carry their agency issued cell phone;
- In the event a home based visit is conducted; the event will be staffed by the Reentry Team, two staff will go together and a Law Enforcement Officer will accompany as needed;
- Reentry staff may terminate a community visit anytime, at their discretion;
- Report any and all incidents to the Shift Commander.

Douglas County Correctional Facility

Mental Health Job Descriptions:

Clinical Case Manager Assess – Identify – Divert (AID) Addendum

This document is to serve as an addition to Bert Nash Community Mental Health Center's job description Clinical Case Manager AID position. Covered below are the additional requirements, training and duties for the Clinical Case Manager AID.

PART I- ESSENTIAL JOB FUNCTIONS:

Primary Job Functions:

- Provide case management in-facility and post-release;

Secondary Job Functions:

- Conduct suicide risk assessments, follow-up reports and communicate with security staff;
- Address requests for mental health services within the facility;
- Provide recommendations and support to mental health prescriber;
- Discharge planning for inmates prescribed psychotropic medications;

PART II- REQUIREMENTS

REQUIRED KNOWLEDGES, ABILITIES, AND SKILLS

- Abide by policies related to the safety and security of the facility;
- Continually develop knowledge, skills, abilities and personal characteristics needed to function within the correctional environment, including Interpersonal Communication Skills, Motivational Interviewing and Effective Practices in Correctional Settings II (EPICS II);
- Certification in Level of Service Inventory – Revised (LSI-R) assessment;
- Collaborative working relationship with District Attorney's Office, District Court and Municipal Courts in Douglas County;
- Be committed to the continual improvement of the day-to-day operations of the Programs and Reentry Division;
- Ability to effectively and efficiently utilize the facility's information technology systems, including any related software and information management systems;
- Ability to pass background check per KBI requirements for criminal history access;

This post order should not be interpreted as all-inclusive. It is intended to identify the major responsibilities of this position. It in no way covers all tasks asked of the incumbent.

PART III- DUTIES

SCOPE OF WORK

- Conduct screen / assessment on identified pre-trial population;
 - Brief Jail Mental Health Screen
 - S-BIRT
 - Brief Trauma Screen
 - LSI-R Screening Version

- Mental Health Assessment and Diagnosis
 - LSI-R Assessment
- Attend court first appearances for advocacy of eligible inmates;
- Provide brief case management services for AID clients in-facility and post-release;
- Conduct suicide risk assessment and follow-up assessment;
- Respond to inmate requests for mental health services within 24 business hours;
- Collaborate with Programs Coordinator, Reentry Team, Classification Officer, Inmate Work Program Supervisor, Work Release Lieutenant and Housing Unit Supervisor, contracted medical provider, community-based partners, community stakeholders and facility staff regarding inmate reentry;

DIRECTLY RESPONSIBLE FOR

- Maintaining the following certifications:
 - Clinical License;
 - Motivational Interviewing;
 - EPICS II;
 - LSI-R;
- Reporting all equipment and/or electronic repairs as soon as possible;
- Maintaining certification of CPR and AED operation; and
- All other duties as assigned by supervisor.

SECONDARY RESPONSIBILITIES:

- DCCF Clinical Duties
 - Suicide Risk Assessment
 - Suicide Follow-up Assessment
 - Mental Illness Assessment
 - Serious Mental Illness (SMI) Determination Form
 - Log code in JMS
 - Mental Health Request Forms

TRANSPORTATION

- In custody inmates/clients shall be transported by a Sheriff's Deputy, Reentry Staff may accompany;
- Use of Sheriff's Office Reentry vehicle for work purposes. Transportation of clients in the community should be done in Sheriff's vehicle;
- Use of personal vehicle in compliance of Bert Nash Center policy;
- If a client is perceived to be intoxicated/impaired/under the influence, they shall not ride in a vehicle with staff;
- Clients' belongings will not be stored in a personal vehicle.

SAFETY

- Community based clients will be staffed by the Reentry Team to determine the appropriate staff level for community contact (examples; two staff only, public meeting only, LEO support required, etc.);
- Reentry staff will record all community activity prior to leaving the DCCF on their electronic calendar;
- When conducting community activities, Reentry staff shall always carry their agency issued cell phone;
- In the event a home based visit is conducted; the event will be staffed by the Reentry Team, two staff will go together and a Law Enforcement Officer will accompany as needed;
- Reentry staff may terminate a community visit anytime, at their discretion;
- Report any and all incidents to the Administrative Captain.

Douglas County Correctional Facility

Mental Health Job Descriptions:

Clinical Case Manager CSS Addendum

This document is to serve as an addition to Bert Nash Community Mental Health Center's job description Clinical Case Manager CSS position. Covered below are the additional requirements, training and duties for the Clinical Case Manager CSS.

PART I- ESSENTIAL JOB FUNCTIONS:

Primary Job Functions:

- Manage caseload to transition from jail to the community;
- Discharge planning for inmates prescribed psychotropic medications;
- Coordinate with Reentry Team;

Secondary Job Functions:

- Conduct suicide risk assessments, follow-up reports and communicate with security staff;
- Address requests for mental health services within the facility.

PART II- REQUIREMENTS

REQUIRED KNOWLEDGES, ABILITIES, AND SKILLS

- Abide by policies related to the safety and security of the facility;
- Continually develop knowledge, skills, abilities and personal characteristics needed to function within the correctional environment, including Interpersonal Communication Skills, Motivational Interviewing and Effective Practices in Correctional Settings II (EPICS II);
- Develop, foster and sustain working collaborative relationships with all service providers within the facility and community;
- Be committed to the continual improvement of the day-to-day operations of the Programs and Reentry Division;
- Ability to effectively and efficiently utilize the facility's information technology systems, including any related software and information management systems;
- Ability to pass background check per KBI requirements for criminal history access;
- Availability for some travel requirements.

PART III- DUTIES

SCOPE OF WORK

- Measure effective performance through evaluation of outcomes such as recidivism, program attendance (dosage), program effectiveness Psychological Inventory of Criminal Thinking Styles (PICTS), referrals to community providers and population characteristics;
- Collaborate with Programs Coordinator, Reentry Team, Classification Officer, Inmate Work Program Supervisor, Work Release Lieutenant and Housing Unit Supervisor, contracted medical provider, community-based partners, community stakeholders and facility staff regarding inmate reentry;

DIRECTLY RESPONSIBLE FOR

- Maintaining the following certifications:
 - Clinical License;
 - Level of Service Inventory – Revised (LSI-R) Rater;
 - Motivational Interviewing;
 - EPICS II;
 - Moral Reconciliation Therapy Facilitator;
 - Interactive Journaling Facilitator.
- Conducting the following evidence-based practices for reentry target population:
 - PICTS assessment at intake into Reentry Intensive Case Management;
 - LSI-R assessment within 30 days of assignment;
 - Case plan within 14 days of LSI-R;
 - Target dosage of cognitive behavioral intervention based on risk level;
 - Goal is 100 hours for moderate risk level
 - Goal is 200 hours for high risk level
 - Complete a Reentry Discharge Plan prior to release from facility;
 - Re-assess within six months of release;
 - Re-assess if dramatic positive or negative behavior change occur.
- Counseling inmates regarding identified risk and needs;
- Referring to available in-house programs and services based on identified criminogenic risk/needs;
- Providing feedback for potential inmate work referral and/or work release recommendation;
- Providing inmates resource and guidance in obtaining legal identification, social services and other reentry-related aspects;
- Reporting all equipment and/or electronic repairs as soon as possible;
- Maintaining certification of CPR and AED operation; and
- All other duties as assigned by supervisor.

SECONDARY RESPONSIBILITIES:

- DCCF Clinical Duties
 - Suicide Risk Assessment
 - Suicide Follow-up Assessment
 - Mental Illness Assessment
 - Serious Mental Illness (SMI) Determination Form
 - Log code in JMS
 - Mental Health Request Forms

COMMUNITY BASED CASE MANAGEMENT

Case management services will be provided to clients in Intensive Case Management until all treatment goals are completed or up to six months post-release.

Community Contact

- Weekly contact the first two months; face-to-face, phone or email;
- Bi-weekly contact until completion of post-release services;

- Contact will be at a public meeting area; Work Force Center, restaurant, library, etc.
- Welfare checks will be conducted with two staff and may include a Sheriff's Deputy;
- Client will inform the case manager in advance if they are including another individual in the meeting.

Transportation

- In custody inmates/clients shall be transported by a Sheriff's Deputy, Reentry Staff may accompany;
- Use of Sheriff's Office Reentry vehicle for work purposes. Transportation of clients in the community should be done in Sheriff's vehicle;
- Use of personal vehicle in compliance of Bert Nash Center policy;
- If a client is perceived to be intoxicated/impaired/under the influence, they shall not ride in a vehicle with staff;
- Clients' belongings will not be stored in a personal vehicle.

Safety

- Community based clients will be staffed by the Reentry Team to determine the appropriate staff level for community contact (examples; two staff only, public meeting only, LEO support required, etc.);
- Reentry staff will record all community activity prior to leaving the DCCF on their electronic calendar;
- When conducting community activities, Reentry staff shall always carry their agency issued cell phone;
- In the event a home based visit is conducted; the event will be staffed by the Reentry Team, two staff will go together and a Law Enforcement Officer will accompany as needed;
- Reentry staff may terminate a community visit anytime, at their discretion;
- Report any and all incidents to the Shift Supervisor.

From: [AD - Weinaug, Craig](#)
To: [County Commission](#)
Cc: [ADS - Owens, Cammy](#); [Cynthia Yulich](#); kevin.kelley@peasleetechnology.org; [AD - Crabtree, Robin](#)
Subject: RE: Request for Budget Allocation Distribution
Date: Wednesday, January 03, 2018 10:43:02 AM

Slight correction and update to e-mail sent yesterday.

Craig

From: Cynthia Yulich [<mailto:Yulich@emprisebank.com>]
Sent: Wednesday, January 03, 2018 8:50 AM
To: AD - Weinaug, Craig <weinaug@douglascountyks.org>; kevin.kelley@peasleetechnology.org
Cc: ADS - Owens, Cammy <cowens@douglascountyks.org>
Subject: RE: Request for Budget Allocation Distribution

Craig,

A minor correction to your email. The balloon payment is due *January 31, 2018* (vs. year end 2017). The refinance should be in place/funded ahead of that maturity. The banks are ready – appraisal is being reviewed. The only remaining piece is completion of the environmental study. All previous issues were remediated so we're hopeful that's a "non event".

We are so appreciative of the county's commitment to Peaslee and to making this principal reduction possible so quickly after the start of the new year. Any questions – please let me know! Thanks again.

Cindy

Cindy Yulich
Market President-Lawrence
Emprise Bank
1121 Wakarusa Drive | Lawrence, KS. 66049
PH 785.838-2000 | F 785.838.2024

From: weinaug@douglascountyks.org [<mailto:weinaug@douglascountyks.org>]
Sent: Tuesday, January 2, 2018 3:10 PM
To: kevin.kelley@peasleetechnology.org; Cynthia Yulich <Yulich@emprisebank.com>
Cc: cowens@douglascountyks.org
Subject: RE: Request for Budget Allocation Distribution

I have just confirmed that check should be issued a day or two after the commission meeting on the 11th.

Craig

From: Kevin Kelley [<mailto:kevin.kelley@peasleetech.org>]
Sent: Tuesday, January 02, 2018 3:00 PM
To: AD - Weinaug, Craig <weinaug@douglascountyks.org>; yulich@emprise.com
Cc: ADS - Owens, Cammy <cowens@douglascountyks.org>
Subject: RE: Request for Budget Allocation Distribution

Thanks Craig.

From: weinaug@douglascountyks.org [<mailto:weinaug@douglascountyks.org>]
Sent: Tuesday, January 2, 2018 2:58 PM
To: Kevin Kelley <kevin.kelley@peasleetech.org>; yulich@emprise.com
Cc: cowens@douglascountyks.org
Subject: FW: Request for Budget Allocation Distribution

Kevin and Cindy:

I have placed this item on the County Commission consent agenda for next Wednesday, January 10. This chain of e-mail will be the backup.

Craig

From: AD - Weinaug, Craig
Sent: Tuesday, January 02, 2018 2:52 PM
To: County Commission <CountyCommission@douglas-county.com>
Cc: AD - Crabtree, Robin <rcrabtree@douglas-county.com>
Subject: FW: Request for Budget Allocation Distribution

Commissioners:

As you are aware, the County Commission agreed to budget 200,000 in 2018 to pay down part of the 1,575,000 mortgage on the Peasley building. The commitment was a key in the successful effort to get twelve banks to agree to share in the loan of the remaining debt (1,375,000). As you all know, a balloon payment on the debt was originally due at the end of 2017. A recent appraisal conducted on the building listed its value at 4.1 million. The closing on the refinancing of the debt on the Peasley building is tentatively scheduled to occur on January 25th.

I will be placing a consent item on the January 10 County Commission agenda to pay out the 200,000 to the Peasley Center for the purpose of paying down this debt. The chain of e-mail below provides the letter that I will send with the check that will obligate the Peaslee Center to remit the full 200,000 to the current mortgage holder, Hiper Real Estate Holdings, LLC, as a part of the refinancing/balloon payment process.

Please let me know if you have questions.

Craig

From: Cynthia Yulich [<mailto:Yulich@emprisebank.com>]

Sent: Tuesday, January 02, 2018 9:05 AM

To: AD - Weinaug, Craig <weinaug@douglascountyks.org>; kevin.kelley@peasleetech.org

Cc: ADS - Owens, Cammy <cowens@douglascountyks.org>

Subject: RE: Request for Budget Allocation Distribution

Craig and Kevin,

I'm not aware of any written agreement regarding the \$200,000 reduction. I did inform Jeff and Rodger in a December 19th email that they would be receiving a \$200,000 reduction in advance of the full refinance later this month and that it should be applied fully to principal reduction (interest will be paid in the payoff). They agreed.

With my banker hat on, if I were the County I think the County would want something to ensure and instruct that the \$200,000 payment would be paid to the mortgage holder, Hiper Real Estate Holdings, LLC. I also think it should flow through the Peaslee budget. Would wording like the following work in a letter agreement format to accompany the check that will be given by the County to Peaslee:

Dr. Kevin W. Kelley, Ph.D.

Executive Director

Dwayne Peaslee Technical Training Center

2920 Haskell Avenue

Lawrence, KS. 66046

RE: Mortgage Principal Reduction

Dear Kevin,

Enclosed please find our check in amount of \$200,000 to be used to reduce the principal balance on the outstanding mortgage debt of The Dwayne Peaslee Technical Training Center, Inc. dated December 30, 2013 owed to Hiper Real Estate Holdings, LLC. By accepting this check and acknowledging below, you agree to immediately remit the full \$200,000 to Hiper Real Estate Holdings, LLC. (attention: Jeff Morrison).

Very truly yours,

Craig Weinaug

County Administrator

Cc: Hiper Real Estate Holdings, LLC
Shirley Martin-Smith

The undersigned, by signing below and endorsing the check enclosed herein, agrees to remit payment of \$200,000 to Hiper Real Estate Holdings, LLC. to reduce the mortgage described herein.

ACKNOWLEDGED AND AGREED this _____ day of January, 2018

The Dwayne Peaslee Technical Training Center, Inc.

BY: Kevin W. Kelley, Ph.D
Executive Director

And now you all know that I'm actually a frustrated attorney wanna be. Let me know what you think. Thank you!! Cindy

Cindy Yulich
Market President-Lawrence
Emprise Bank
1121 Wakarusa Drive | Lawrence, KS. 66049
PH 785.838-2000 | F 785.838.2024

From: weinaug@douglascountyks.org [<mailto:weinaug@douglascountyks.org>]
Sent: Tuesday, January 2, 2018 8:16 AM
To: Cynthia Yulich <Yulich@emprisebank.com>; kevin.kelley@peasleetech.org
Cc: cowens@douglascountyks.org
Subject: FW: Request for Budget Allocation Distribution

Cindy and/or Kevin:

Have we worked out who they should be payable to? And, are there any contracts or other documents that I can attach to the payment backup to document the agreements?

Craig

From: Kevin Kelley [<mailto:kevin.kelley@peasleetech.org>]
Sent: Tuesday, January 02, 2018 8:01 AM
To: AD - Weinaug, Craig <weinaug@douglascountyks.org>
Subject: Request for Budget Allocation Distribution

Dear Mr. Weinaug,

On the behalf of the Dwayne Peaslee Technical Center, I am requesting the \$200,000 mortgage principle reduction allocation in the FY 2018 Douglas County Budget for Peaslee Tech be distributed.

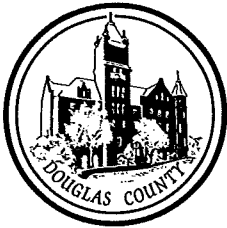
Sincerely,

Kevin W. Kelley, Ph.D.
Executive Director
Dwayne Peaslee Technical Training Center
kevin.kelley@peasleetech.org
785.856.1848



For your protection, do not submit sensitive information about yourself via non-secure email. Information sent without the use of the secure email site is not encrypted, and we cannot guarantee your privacy. This communication is intended only for the person or entity to which it is addressed. If you are not the intended recipient, you may not make use of the enclosed information in any way. Please notify Emprise Bank of the error immediately and delete the email from your computer.

For your protection, do not submit sensitive information about yourself via non-secure email. Information sent without the use of the secure email site is not encrypted, and we cannot guarantee your privacy. This communication is intended only for the person or entity to which it is addressed. If you are not the intended recipient, you may not make use of the enclosed information in any way. Please notify Emprise Bank of the error immediately and delete the email from your computer.



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 : January 5, 2018

Re : Consent Agenda Approval of Agreement to Treat Noxious Weeds for KDOT

Attached is a proposed agreement between Douglas County and KDOT for the treatment of noxious weeds on state highway rights-of-way in 2018. Under terms of the agreement, Douglas County treats noxious weeds and invoices KDOT for the wholesale cost of chemicals, plus labor (including fringe benefits) and equipment hourly costs as shown in the agreement.

This department has treated noxious weeds on state rights-of-way for the past several years under a similar agreement. We feel this ensures proper treatment of noxious weeds and aids the overall effort to control noxious weeds throughout the county. We took into account this treatment of noxious weeds on state rights-of-way during preparation of the 2108 Noxious Weed budget within the General Fund.

Action Required: Consent Agenda approval of agreement with KDOT for the treatment of noxious weeds on state highway rights-of-way in 2018. The BOCC Chairman should sign the agreement.

**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE**

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this 2nd day of January, 20 18, by and between the

Board of County Commissioners of Douglas County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. **Schedule of Cost:** The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost.
Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
\$ <u>31.63</u> /hr. operator	\$ <u>26.00</u> /hr.	<u>1 1/2 Ton Pickup</u>
		<u>w/ spray rig (300 gallon)</u>
\$ <u>25.54</u> /hr. operator	\$ <u>26.00</u> /hr.	<u>1 1/2 Ton Pickup</u>
		<u>w/ spray rig (300 gallon)</u>

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. **Billing and Payment:** The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.

6. **Record of Work:** The County representative doing the work shall:

Record size, location and type of noxious weed areas treated.

Record amount and kind of chemicals applied on each area.

Record dates chemicals were applied.

Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.

Maintain records until all claims are paid, but in no case less than the three year statutory time.

Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species

- (a) May be used alone or in combination with other herbicides
(b) (Round-up)
(c) Spot treatment only
(d) Sericea lespedeza
(e) Do not use where cool season grasses are the desired species
(f) Fall bindweed control
(g) Do not use for more than 3 consecutive seasons
(h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY

District Engineer

BY

Title:

Capital and Operating Finance Options

Board of County Commissioners – January 10, 2018

Difference between Cities and Counties

Cities	Counties
Imposing a Sales Tax requires a vote	Imposing a Sales Tax requires a vote
Cities can implement a Sales Tax in 0.05% increments K.S.A. 12-187	For the first one cent of a countywide tax, Counties can levy a sales tax in quarter 1/4 increments. This countywide tax is shared with the cities
Limited to 3% rate (2% general & 1% special)	Authorized for 1% rate for general use.
	Legislative Action is required for more than 1%
	Douglas County already has a 1% Countywide tax in place

Existing 1 cent Countywide Tax

- ▶ Approved in 1994
- ▶ Shared between the Cities and the County
- ▶ County retains 0.365 of the 1 cent
- ▶ County uses proceeds to finance existing Jail debt and operating costs, as well as other debt, including the debt on the Community Health Building
- ▶ The City of Lawrence uses it's proceeds to fund Parks and Recreation, as well as their portion of the debt on the Community Health Building.
- ▶ Often Cities and Counties put very different projects under one authorization.
 - ▶ For example, the Johnson County sales tax authorization for the new Courthouse is being used by Cities for a variety of different projects.

Existing one cent countywide tax

	CY 2017
Douglas County Total	\$ 19,631,039.36
Baldwin City	\$ 535,598.27
Eudora	\$ 706,066.95
Lawrence	\$ 11,155,653.54
Lecompton	\$ 62,923.01
Balance to the County	\$ 7,170,797.59

Sales and Tax

- ▶ In addition to the 1 cent countywide tax discussed earlier, Douglas County has two existing authorized sales tax authorities that are currently unused
 - ▶ $\frac{1}{4}$ cent for Conservation and Heritage
 - ▶ $\frac{1}{2}$ cent, not shared with Cities, for Court, Jail, and Mental Health needs. (KSA 12-187b.30, 12-192.01)
 - ▶ This authorization cannot be for less than $\frac{1}{2}$ cent, as currently written, and is designed for jail and mental health projects

Sales Tax Authorization for Jail and Mental Health

- ▶ 12-187b.(30) The board of county commissioners of Douglas county may submit the question of imposing a countywide retailers' sales tax at the rate of 0.5% and pledging the revenue received therefrom for the purpose of financing the construction or remodeling of a courthouse, jail, law enforcement center facility, detention facility or other county administrative facility, specifically including mental health and for the operation thereof.

Sales and Use Tax

Current County only portion (our .365 of 1 cent)		
2018 Sale and Use Tax Budget	\$	7,050,000.00
2017 Sale and Use Actual Collections	\$	7,170,797.59
*Budget estimates are more conservative and take 2015 and 2016 into consideration		

Estimates on a half cent		
2018 Sale and Use Tax Budget	\$	9,657,534.25
2017 Sale and Use Actual Collections	\$	9,823,010.40

Sales and Use Tax – Rate of Growth

Sales and Use Tax Rate of Growth	
2012	-2.04%
2013	0.87%
2014	6.75%
2015	4.75%
2016	6.22%
2017	3.55%

Sales and Use Tax Rates in Kansas

	State	County	City	Sales Tax Rate
Lawrence/Douglas Co	6.50	1.000	1.550	9.050
Kansas City Legends/Wy Co (CID/TDD)	6.50	1.000	2.825	10.325
Kansas City/ Wyandotte Co	6.50	1.000	1.625	9.125
Leavenworth/Leavenworth Co	6.50	1.000	2.000	9.500
Leawood/Johnson Co	6.50	1.475	1.125	9.100
Lenexa City Center/Jo Co (CID/TDD)	6.50	1.475	2.375	10.350
Lenexa/Johnson Co	6.50	1.475	1.375	9.350
Olathe/Johnson Co	6.50	1.475	1.500	9.475
Ottawa/Franklin Co	6.50	1.500	1.600	9.600
Overland Park/Johnson Co	6.50	1.475	1.125	9.100
Shawnee Plaza/Jo Co (CID/TDD)	6.50	1.475	2.625	10.600
Shawnee/Johnson County	6.50	1.475	1.635	9.600
Topeka/Shawnee Co	6.50	1.150	1.500	9.150
Topeka SE 29th St/Sh Co (CID/TDD)	6.50	1.150	2.500	10.150

Property Tax

- ▶ Property taxes can be raised to finance capital and operating expenditures through an election and as a part of the Annual Operating Budget, under a variety of scenarios
 - ▶ Including separate ballot initiatives for separate projects
- ▶ Estimated mill levy impact of the capital and operating expenses on both project is 11.27 mills
- ▶ Given the complications of the Mill Levy tax lid on local governments and Public Building Commission creation, the timeline to put a property tax question on the ballot to authorize a capital project is approximately 185 days (6 to 7 months)

Debt Financing

- ▶ Counties in Kansas are limited to issuing G.O. Bonds in an amount not to exceed 3% of total Assessed Valuation. Cities are limited to 30% of their total Assessed Valuation.
- ▶ Given our small amount of existing G.O. Debt, Douglas County's G.O. Debt limit is \$42,874,371
- ▶ Sales Tax supported bonds are not bound to other G.O. Bonds assessed valuation limits
- ▶ K.S.A. 19-15,116 requires Counties to hold an election to issue G.O. Debt on Building Improvements in excess of \$300,000
- ▶ Cities can issue G.O. debt without an election.
- ▶ Counties cannot issue G.O. Debt for Buildings without an election, without using a Public Building Commission.

Recommendations from the County Clerk regarding an Election

- ▶ The County Clerk recommends that special elections be conducted by Mail Ballot
- ▶ Mail ballot elections receive higher voter turnout and are easier to administer
- ▶ The timeline for a mail ballot election is 110 days from the adoption of the ballot language

County responsibilities

- ▶ The Cost of Waiting: Inflation and other cost increases for capital projects are rising 2.5% every six months.
 - ▶ For the Jail option preferred by the BOCC, the cost is an additional \$2.2 million if the project is delayed another year
- ▶ A Jail expansion must occur. The question is how it is financed.
 - ▶ The County has a legal obligation to house individuals awaiting trial and sentenced to a Jail
 - ▶ K.S.A. 19-104 states that each county provide for, among other things, a “suitable and sufficient Jail.”
 - ▶ The County has a moral obligation to provide a safe environment and get inmates the help they need while they are incarcerated.
 - ▶ The current facility and lack of capacity creates safety concerns for inmates and jail staff.

New Directions for Behavioral Health in Douglas County

From crisis and illness
to recovery and prevention

VISION:

Improve treatment and services for people in crisis.

STRATEGY:

Build a crisis intervention center.



DOUGLAS COUNTY
CRISIS CENTER

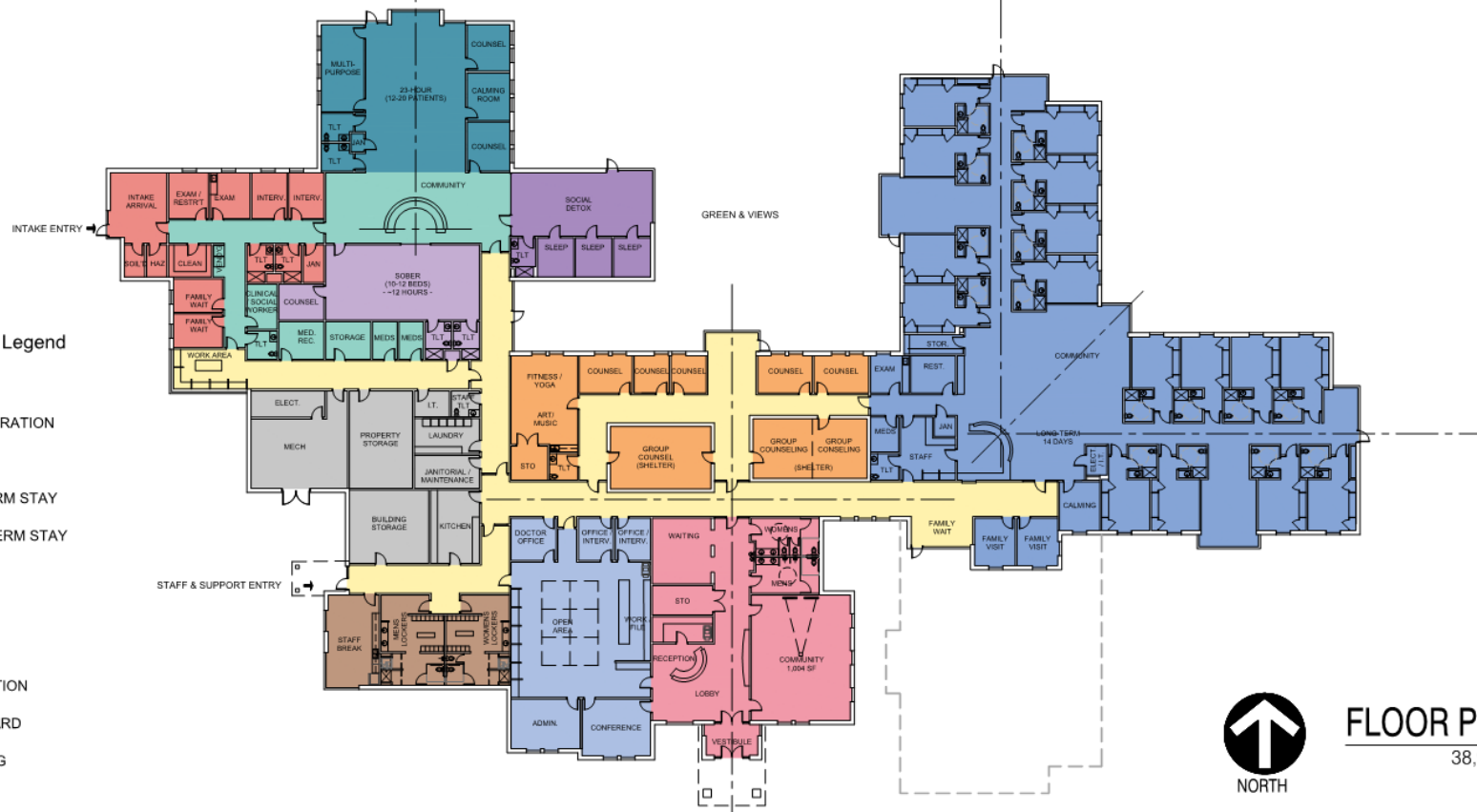
127 TOTAL
STALLS

Sandra J Shaw Community
Health Park

BERT NASH



SITE PLAN



EXPANDED VISION:

*Build an **integrated** system of care that moves from crisis and illness as a norm to recovery and prevention as a practice.*

*Focus on Intervention, Recovery, **AND** Prevention*

Make Supportive Housing A Priority

Serve People Where They Are



Sandra J Shaw Community
Health Park

DOUGLAS COUNTY
CRISIS CENTER

127 TOTAL
STALLS

W 2nd St.

W 2nd St.

MAINE ST.

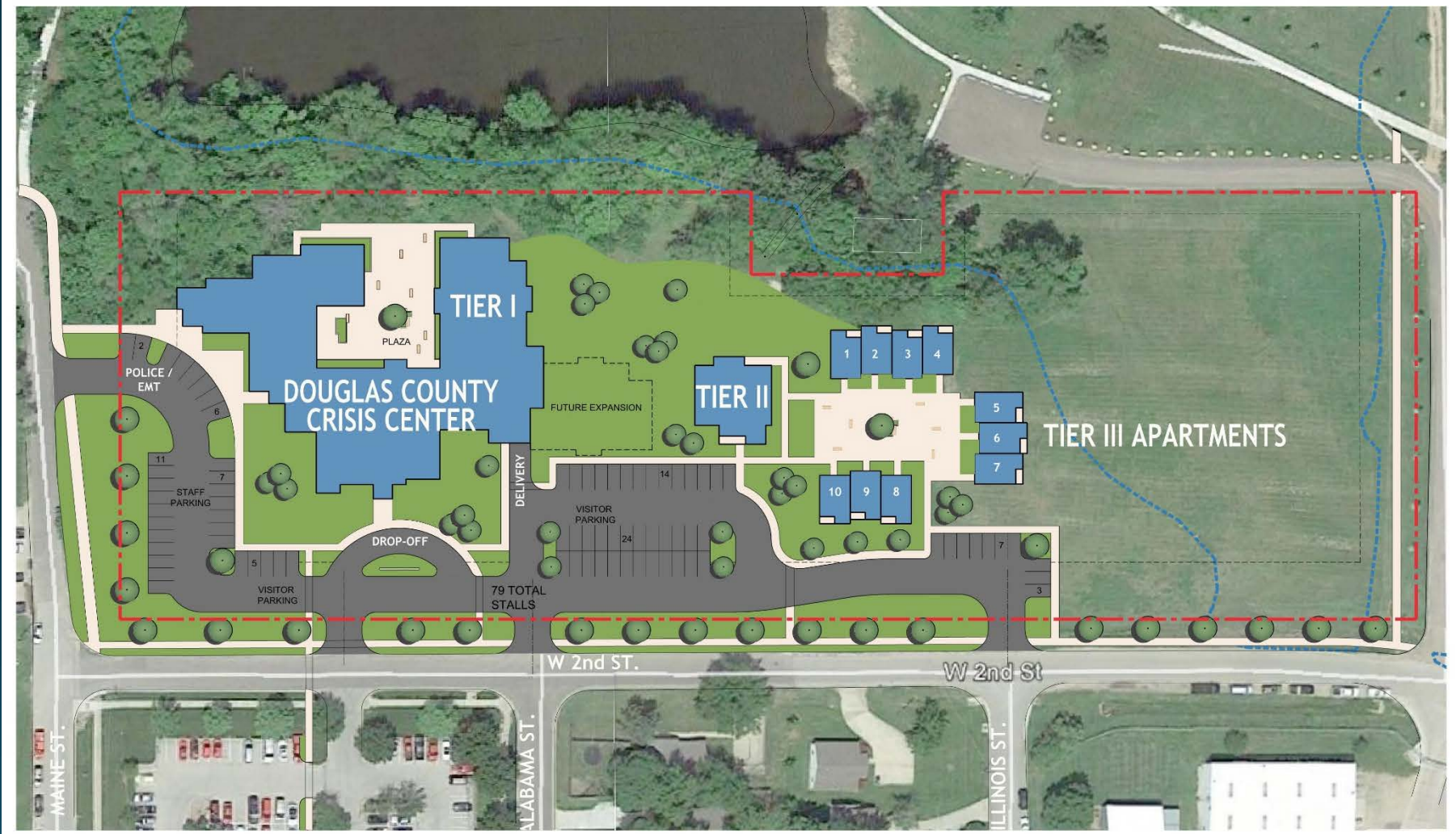
ALABAMA ST.

ILLINOIS ST.

BERT NASH



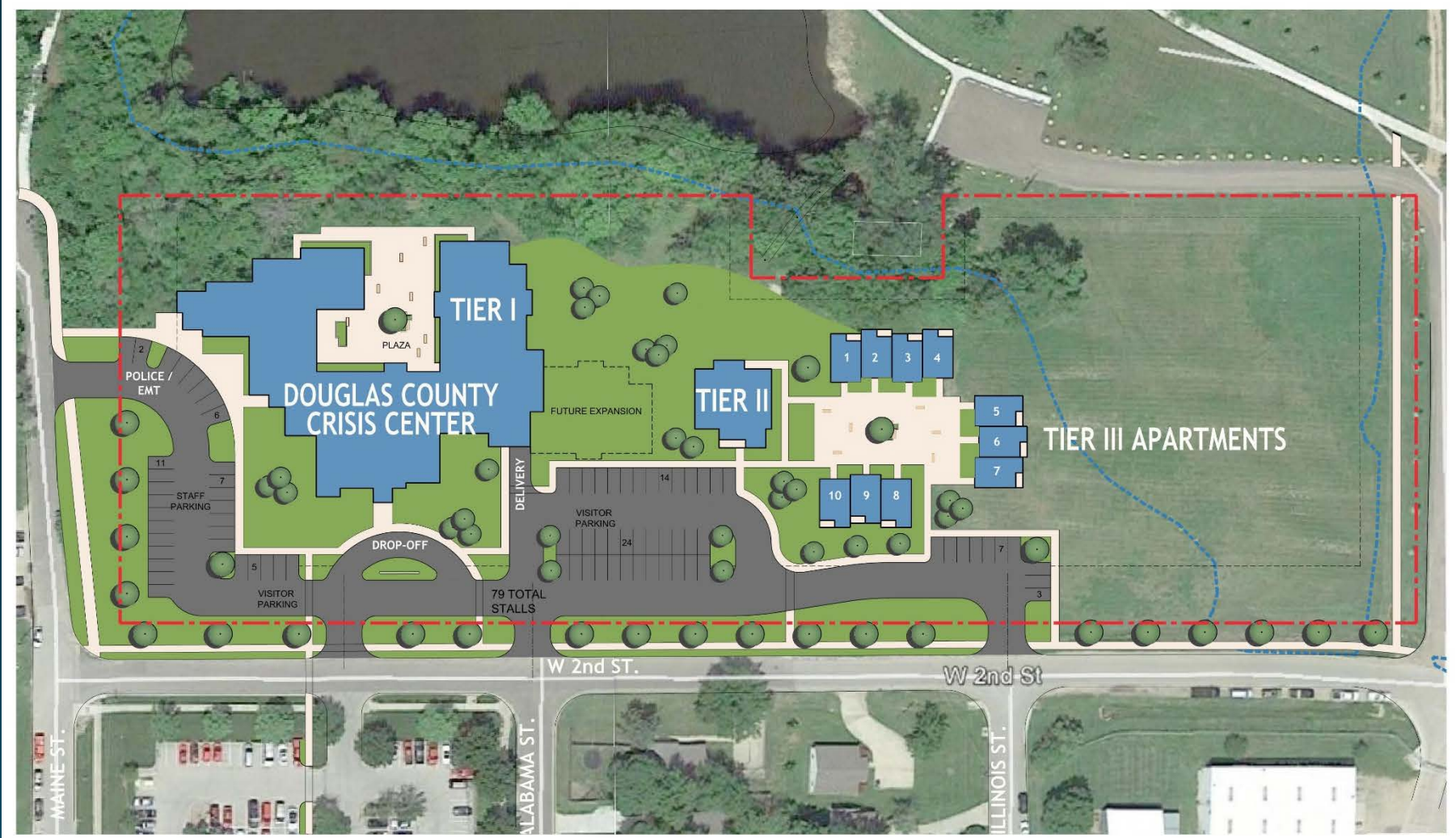
SITE PLAN

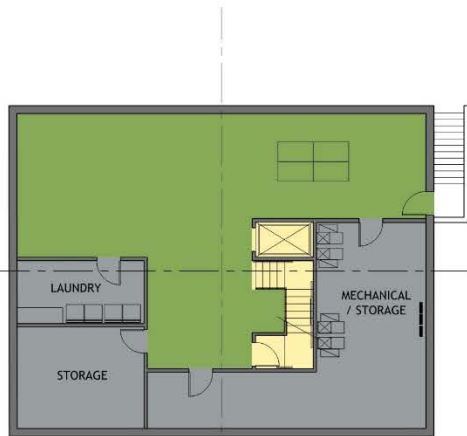


DEPARTMENT LEGEND

- ADMINISTRATION
- CIRCULATION
- DETOX
- INTAKE
- OBSERVATION
- PUBLIC
- SOBERING
- STABILIZATION
- STAFF
- SUPPORT
- THERAPY







LEGEND

- TWO PERSON BEDROOM
- ONE PERSON BEDROOM
- BUSINESS / OFFICE
- COMMUNITY / COMMONS
- CIRCULATION
- KITCHEN
- SUPPORT



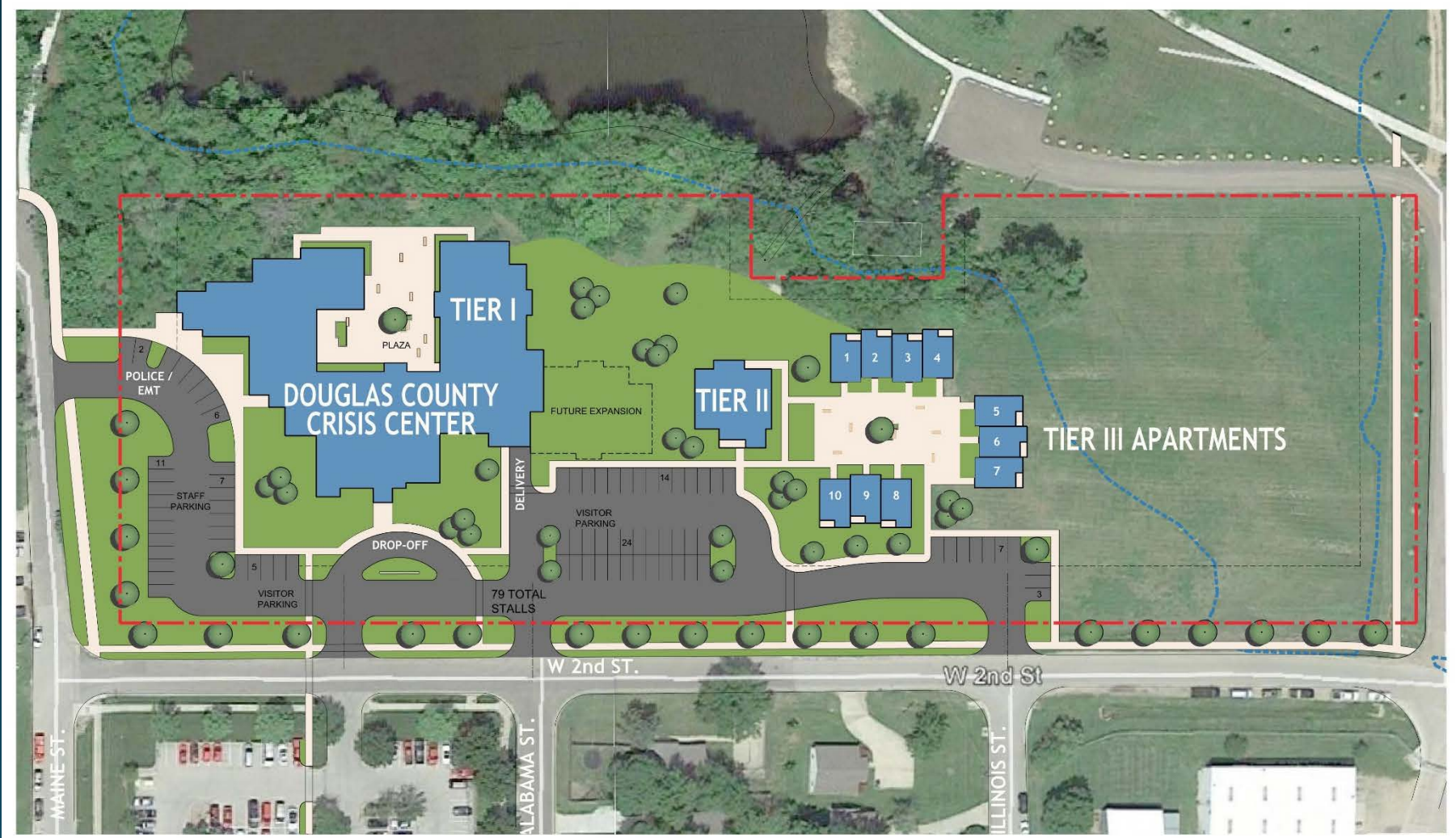
BASEMENT



MAIN LEVEL



2nd LEVEL





*Focus on Intervention, Recovery,
AND Prevention*

NEW INITIATIVES IN 2018

- Develop an Integrated Crisis Team at LMH
- Train and Certify a Cadre of Peer Specialists
- Double Psychiatry Services at Heartland CHC and Bert Nash
- Support Capital Costs of a Crisis Stabilization Unit at LMH
- Remove Barriers for Men and the Uninsured to Access Regional Social Detox Services
- Pilot Nine Months of SUD Treatment for Eight Women at the Douglas County Jail

INTERVENTION Priorities:

Integrated Crisis Team at LMH 24/7

Crisis Intervention Center

- 23 hour observation , 72 hour stabilization
- Sobering
- Medication Assisted Detox
- Longer term stays/respite care

Single Integrated 24/7 Crisis Line & Mobile Response

Dedicated Crisis Beds for Youth

Crisis Center

Annual Operating Cost Estimates (in today's dollars)

- 23 Hour Observation/Tier 1	Bert Nash	\$ 1,362,978.00
- Sobering	Heartland RADAC	\$ 530,103.00
- Detox	DCCCA	\$ 455,653.00
Medical Staffing	LMH	
	Heartland CHC	\$ 945,068.46
Administration/Operations		\$ 723,376.56
	Operating – Subtotal	\$ 4,017,179.02
	Net Revenue	\$ (746,287.00)
	Net Operating Expense	\$ 3,270,892.02

Serve People Where They Are

Mobile Response and 24/7 Crisis Line Initial Estimates

Mobile Response Team	\$570,970.63
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24/7 Crisis Line Partnership with Headquarters	\$ 179,029.37
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Subtotal	\$ 750,000.00
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*Make Supportive Housing
A Priority*

Recovery Priorities:

MyResource Connect Case Management Tool

Develop an Integrated Peer Support Cadre

Improve Access to Psychiatry and Outpatient Services

Provide Three Tiers of Supportive Housing

MyStrength app for all Douglas County Residents

Tier 2 Housing

Transitional Housing on the Intervention and Recovery Campus

Bert Nash Revenue	\$ (284,622.72)
Bert Nash Expense	\$ 701,878.90
Bert Nash Net Expense	\$ 417,256.18

Transitional Housing on DCCCA First Step Campus (year two)

DCCCA Revenue	\$ (90,379.60)
DCCCA Expense	\$ 270,497.44
DCCCA Net Expense	\$ 180,117.84

Maintenance at - both locations

LDCHA	\$ 80,000.00
Outside grants/matching funds	\$ (200,000.00)

Funding Framework for Supportive Housing

40% one-time county support for capital costs
20% county support for operating costs

Tier 2 Housing

Transitional Housing on the Intervention and Recovery Campus

Bert Nash Revenue	\$ (284,622.72)
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Transitional Housing on DCCCA First Step Campus (year two)

DCCCA Revenue	\$ (90,379.60)
DCCCA Expense	\$ 270,497.44
DCCCA Net Expense	\$ 180,117.84

Maintenance at - both locations

LDCHA	\$ 80,000.00
Outside grants/matching funds	\$ (200,000.00)

Prevention Priorities:

- Develop a Long-term Strategic Plan
- Implement Zero Suicide System-wide
- MyStrength app for all Douglas County Residents
- Convene an Opioid Crisis Summit in Douglas County
- Extend WRAP into Baldwin, Eudora, and LeCompton