

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, MAY 30, 2018

4:00 p.m. (in the County Commission Chamber at County Courthouse)

-Proclamation for "Moms Demand Action for Gun Sense" (Kristi Kouloukis)-backup to follow

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) [Review and Approve 7th Judicial District SFY 2019 Reinvestment Grant Application and Review SFY 2019 Regional Collaboration Grant Information \(Leigh Housman\); and](#)
- (c) [Consider approval of an Amendment to Agreement with Kansas Head Start Association, Kansas Department of Health and Environment, and the Lawrence Douglas County Health Board to provide Parent Health Literacy Services \(Sarah Plinsky\)](#)

REGULAR AGENDA

- (2) [Heritage Conservation Council Grant recommendations \(Jan Shupert-Arick\)](#)
- (3) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **JAAA Advisory Council (2) position**
- (g) **JAAA Board of Directors (1) position**
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

7:00 p.m. (Meeting location: Building 21 Douglas County Fairgrounds)

- (4) [Receipt of public comments about mental health/jail](#). No backup.

- (5) Adjourn

WEDNESDAY, June 6, 2018-light agenda

WEDNESDAY, June 13, 2018-light agenda

WEDNESDAY, June 20, 2018

6:00 p.m.

CUP-18-00127: Consider a Conditional Use Permit for Marion Springs Event Center, located on approximately 9.58 acres at 316 E 900 Rd, Baldwin City. Submitted by Jay I and Mary D Bessey, property owners of record. Mary Miller is the Planner.

TA-18-00155: Consider a Text Amendment to the Douglas County Zoning Regulation Article 13-319-5.01, to include and define *Data Collection Devices*, such as SODAR and metrological equipment and similar equipment as a Temporary Business Use. *Initiated by County Commission on 3/28/18*. Sandra Day is the Planner.

MEMORANDUM

TO: Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Leigh Housman, Assistant Director Criminal Justice Services - Youth Programs

SUBJECT: Review and Approve 7th Judicial District SFY 2019 Reinvestment Grant Application and Review SFY 2019 Regional Collaboration Grant Information.

DATE: May 30, 2018

Local Reinvestment Grant: The 7th Judicial District was allocated \$98,348.00 in reinvestment grant funds. This grant cycle we are requesting to continue funding aspects of the programs we started during the previous reinvestment grant cycle. With the additional funds available for SFY 2019 we have added a Therapeutic Support proposal to our request.

Positive Direction After School Mentoring Program (Boys & Girls Club) - We are applying for funds to continue to partner with the Boys and Girls Club teen center who provide evening reporting/mentoring to youth who are supervised on an Immediate Intervention Program (IIP), Conditions of Release or are assigned to Court Services Probation, or Juvenile Intensive Supervised Probation (JISP) who would benefit from opportunities for positive prosocial activities and mentoring. In SFY 2019 we are requesting to continue to fund 20 slots at the Boys and Girls Club that are reserved for system involved youth.

Family Skills Training - Strengthening Families Program - We are applying for funds to continue our collaboration with Lee Jost of Cultivate, Inc., and with Ahearn Green Associates, LLC to monitor our programs fidelity with the Strengthening Families evidenced based parenting and family skills training model. In SFY 2018 funds were used to train 20 community members, to provide Strengthening Families programming, currently the group is meeting as a steering committee to plan for implementation. Their goal is to have the first Strengthening Families parenting class in August of 2018 and a second parenting class by February 2019. In an effort to continue to build capacity we plan to offer an additional training class for facilitators prior to June 30, 2019. Grant funds will also be used to purchase supplies and workbooks for the parenting classes as well as cover the cost of a facility rental for each class.

Youth Crossroads – National Curriculum and Training Institute - We used SFY 2018 funds to train 7 local Youth Crossroads trainers. This grant cycle we are applying for funds to purchase training supplies and program materials for Youth Crossroads classes (nationally recognized, evidence-based behavior change system) to be conducted in the upcoming grant cycle.

Therapeutic Support- We are applying for funds to partner with local mental health and substance abuse treatment providers to secure services for youth who need treatment or services who are uninsured or underinsured. Priority will be given to underinsured families to cover the cost of copays. Uninsured families will be provided assistance to obtain the documentation necessary to complete the application for KanCare.

Regional Collaboration Grant:

As you may remember regional grant funds were used for scholarships for juvenile offenders to complete technical/community college certification programs to obtain skills that will allow them to be paid living wages (welding, electrical, computers). In SFY 2018 we had two (2) youth who accessed funds for continuing education programs. In SFY 2019 we plan to continue to seek funding for five (5) slots for Douglas County youth.

Thank you for your consideration.

SIGNATORY APPROVAL

FY 2019 Kansas Department of Corrections

Reinvestment Grant Funds

Budget Summary and Budget Narrative

**Douglas County Criminal Justice Services
Director/Administrative Contact**

I hereby certify by my signature that I have developed my agency's FY 2018 Budget Summary and Budget Narrative attached hereto, and that I have reviewed the Budget Summary and Narrative for accuracy. I further certify that I find the Budget Summary and Narrative complies with applicable Kansas Statutes, regulations, and Kansas Department of Corrections Standards.

Pam D. Weigand

Name (Typed or Printed)

Signature

Date

ADVISORY BOARD CHAIRPERSON

I hereby certify by my signature below that the Corrections Advisory Board has approved the attached FY 2018 Budget Summary and Narrative

Melanie D. DeRousse

Name (Typed or Printed)

Signature

Date

COUNTY COMMISSION CHAIRPERSON (Sponsoring County)

I hereby certify by my signature below that the Board of County Commissioners has approved the attached FY 2018 Budget Summary and Narrative

Douglas

County

Nancy Thellman

Name of Chairperson (Typed or Printed)

Signature

Date

COUNTY FISCAL OFFICER (Sponsoring County)

I hereby certify by my signature below that the County Fiscal Officer has approved the attached FY 2018 Budget Summary and Narrative

Sarah Plinsky

Name of Fiscal Officer (Typed or Printed)

Signature

Date

FY2019 Reinvestment Grant Application
Douglas County Criminal Justice Services - Youth Services
7th Judicial District

INTRODUCTION

The Kansas Department of Corrections has allocated reinvestment funds to judicial districts across the State of Kansas to help implement evidence based practices for juvenile offenders and families. The Reinvestment Grant Allocation being made available to the Seventh Judicial District is \$98,348.00.

Douglas County Criminal Justice Services - Youth Services (CJS-YS) has given priority to the following needs in the community:

- Evidence based after school programming for at risk youth to improve school and community engagement and promote positive life choices.
- Evidence based family skills programming
- Cognitive based curricula that can be tailored to youth's needs and skill level

Four initiatives will be discussed in the grant application that outline how Douglas County intends to address these identified needs. Those initiatives are:

1. Positive Direction After School Mentoring Program – Boys & Girls Club
2. Family Skills Training - Strengthening Families Program
3. Youth Crossroads – National Curriculum and Training Institute
4. Therapeutic Support- for the uninsured/under insured youth.

PROPOSAL NARRATIVE

Boys & Girls Club of Lawrence – Positive Direction Program

Since its inception as the Boys Club in Lawrence in 1972, Boys & Girls Club has been the premier youth-serving organization in Lawrence. Since its inception it has grown from a single building serving 50 students a day to a network of 15 sites serving 1,500 youth each day. Over the past 20 years, a very close partnership has developed between the Boys & Girls Club and the Lawrence Public School District enabling 14 elementary sites and 1 teen center to open in Lawrence.

The mission of the Boys & Girls Club of Lawrence is to enable all young people, especially those who need it most, to reach their full potential as productive, caring, responsible citizens. The Boys & Girls Club focuses on three priority outcome areas academic success, healthy lifestyles, good character and citizenship.

The Club utilizes evidence based programming curriculum created by Boys & Girls Club of America. BGCA offers tested, proven and nationally recognized programs in five Core Program Areas that closely align with the developmental needs of all young people:

- Character and Leadership Development
- Education and Career Development
- Health and Life Skills
- The Arts
- Sports, Fitness and Recreation

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BGCA programs are designed to encourage Club members to realize a wide variety of positive outcomes, a strategy for developing the “whole child.” The Boys & Girls Club of Lawrence follows the Formula for Impact – our roadmap for ensuring that young people have a positive, impactful Club Experience and, ultimately, achieve the important outcomes that lead them to great futures.

Douglas County Criminal Justice Services - Youth Services seeks \$21, 367.50 in Reinvestment Grant funds to partner with the Boys & Girls Club of Lawrence to implement the Positive Direction Program. The program will target youth being supervised on Conditions of Release, Immediate Intervention Programs and juvenile offenders assigned to Court Services or Community Corrections supervision..

The Positive Direction Program will operate at the Boys & Girls Club Teen Center after school and during the summer. The programming offered will focus on the areas of academic success, healthy lifestyles, good character and citizenship.

Douglas County Criminal Justice Services - Youth Services will serve as the fiscal agent for the program. The Boys & Girls Club will collect data relevant to program goals and make those findings available to Douglas County Criminal Justice Services - Youth Services to monitor the effectiveness of the program. The Boys & Girls Club will submit quarterly expenditure reports to Douglas County Criminal Justice Services - Youth Services in accordance with KDOC-JS policy.

Boys & Girls Club of Lawrence
1423 Haskell, Ave.
Lawrence, KS 66044
785-243-8781
Executive Director: Colby Wilson
Director of Teen Services: Amy Hill
Director of Grants: Hannah Odette

Strengthening Families Program (SFP)

Douglas County Criminal Justice Services - Youth Services \$16,425.00 in Reinvestment Grant funds to contract with Cultivate, Inc. and Ahearn Green Associates, LLC to provide additional Group Leader Training in the Strengthening Families Program to approximately 20 community members. Group Leader Training will be provided to a wide cross section of the community to make quality, evidence-based parenting and family skills training available community-wide. Cultivate, Inc. will assist Douglas County Criminal Justice Services - Youth Services in establishing partnerships with the faith community and other stakeholders to ensure the long term sustainability of the program.

Douglas County in partnership with Ahearn Green Associates, LLC and Cultivate, Inc. conducted a two day training for community members to be trained in the Strengthening Families parenting model. This training occurred on May 2nd and 3rd, 2018 with approximately 20 community members attending. Currently the group is meeting as a steering committee to plan for implementation of the first Strengthening Families parenting class with the projected start date of August 14, 2018. For this grant cycle we are applying for funds to continue our collaboration with Lee Jost of Cultivate, Inc., and with Ahearn Green Associates, LLC to monitor fidelity. Funds will also be used to purchase supplies and workbooks for the parenting classes as well as pay a facility rental for each class. Our goal is to have a

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second parenting class by February 2019. We plan to hold another training class for facilitators prior to June 30, 2019 to continue to build capacity.

The following are included in the project proposal:

- Assist Douglas County Criminal Justice Services - Youth Services in establishing a collaborative environment for community based implementation of the Strengthening Families Program.
- Training Supplies
- Curriculum Materials
- Fidelity Review
- Incentives

Douglas County Criminal Justice Services - Youth Services and Cultivate, Inc. convened the first community stakeholders meeting on May 15, 2018 to begin the planning for implementation. The community stakeholders will meet on a regular basis until launch. Once the program is launched, community stakeholders will continue to meet as necessary to sustain the program. The 14 week classes are tentatively scheduled to start on August 16, 2018.

Douglas County Criminal Justice Services - Youth Services will serve as the fiscal agent for the grant. Cultivate, Inc. and Group Leaders will collect data in relation to program goals and report that information to Douglas County Criminal Justice Services - Youth Services and Ahearn Greene Associates, LLC to monitor program fidelity. Douglas County Criminal Justice Services - Youth Services will submit quarterly reports to the Kansas Department of Corrections in accordance with KDOC-JS policy.

Cultivate, Inc
1707 E. Cedar Street, Suite 103
Olathe, KS 66062
913-406-9241
Director: Lee Jost

Ahearn Greene Associates
3624 Queen Mary Drive
Olney, Maryland 20832
240-460-3931

National Curriculum & Training Institute (NCTI) – Youth Crossroads

Douglas County Criminal Justice Services - Youth Services seeks \$6,419.50 in Reinvestment Grant funds purchase training supplies and program materials for Youth Crossroads classes to be conducted in the upcoming grant cycle. Youth Crossroads is a nationally recognized, evidence-based behavior change system. The curricula is offered in a variety of topics that allow the trainer to target the criminogenic needs, risk level, and age of the target population as well as life skills. CJS-YS has budgeted to purchase 50 Real Applications work books to train CJS-YS staff in Real Colors. Real Colors is a personality test that will help staff to better communicate with the youth that we serve in this community. Youth will also be taking the Real Colors tests as part of the classes. CJS-YS will also use funds for incentives to reward positive participation in the classes.

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National Curriculum & Training Institute
319 East McDowell Road
Suite 200
Phoenix, Arizona 85004-1534
800-622-1644

Therapeutic Support

Douglas County Criminal Justice Services - Youth Services seeks \$54,236.00 in Reinvestment Grant funds to partner with local mental health and substance abuse treatment providers to secure services for youth who need treatment or services who are uninsured or underinsured. Priority will be given to underinsured families to cover the cost of copays. Uninsured families will be provided assistance to obtain the documentation necessary to complete the application for KanCare.

Douglas County will serve as the fiscal agent for this grant. Upon notification of funding approval, Douglas County Criminal Justice Services - Youth Services will identify youth and families requiring assistance and make the appropriate referrals.

STATEMENT OF NEED

Boys & Girls Club of Lawrence – Positive Direction Program

One of the challenges for working parents is finding safe and affordable day care for their children. Once those children go to school, the financial burden eases somewhat and the focus turns to finding care before and after school. As kids age out of traditional day care, parents often have no choice but to leave their children unsupervised in the after school hours.

Research indicates that youth are most at risk for committing a crime between the hours of 3:00 and 6:00 PM. This is no doubt because youth are not in school and their parents are not yet home from work, leaving them largely unsupervised. It is critical that communities provide youth with opportunities for positive engagement during the after school and summer hours. Effective after school programs yield benefits for youth, families and the community as a whole. Research indicates that after school programs:

- Improve academic performance
- Improve classroom behavior
- Reduce drug use and criminal behavior
- Encourage physical activity and healthy habits
- Improve graduation rates
- Parents miss fewer days of work when their children have a safe place to go after school

Douglas County Criminal Justice Services - Youth Services seeks to partner with the Boys & Girls Club of Lawrence to develop the Positive Direction program for youth being supervised on Conditions of

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Release, Immediate Intervention Programs and juvenile offenders assigned to Court Services or Community Corrections supervision. The program would target juvenile offenders who demonstrate elevated risk in the domain of Leisure/Recreation on the Youth Level of Service/Case Management Inventory (YLS/CMI). Youth participating in Immediate Intervention Programs (IIP) would be identified based on information obtained from the youth and parents during the IIP intake. Youth in Positive Directions will not be charged a fee for participation. Upon completion of their supervision period, they will have the option of transferring to the regular Boys & Girls Club program. The fee schedule for the regular teen program is as follows:

- School year membership \$25
- Spring break program \$25
- Summer program \$25

The Positive Direction Program would provide a part time social worker assigned to the youth participating in the program. The Boys & Girls Club will also provide their support staff with additional training in working with participating youth. The Positive Direction Program would serve 20 youth in the first year of the grant and will operate after school until 7:00 PM and during the summer. Busses run daily from the middle schools and high schools to pick up participants and transport them to the Teen Center. Parents are responsible for picking their children up at the Teen Center.

The Boys & Girls Club of Lawrence recently broke ground for a new Teen Center that is expected to be completed by the fall of 2018. The new Teen Center will enable the Boys & Girls Club provide services to additional youth.

References:

Youth Topics/Afterschool Programs/Benefits for Youth, Families and Communities. Retrieved from: <https://youth.gov/youth-topics/afterschool-programs/benefits-youth-families-and-communities>

The Boys & Girls Club offers the following nationally recognized programming for youth participating in Positive Directions:

Power Hour

Academic success programs consist primarily of Power Hour and tutoring. Power Hour is a BGC targeted program, held Monday through Thursday for 30-45 minutes. The program will provide a staff member to assist in the homework classroom. Students without homework will partake in activities that build master skills and align with the school-day curriculum. Some of the activities will focus on literacy, instruments, poetry, documentaries, and more.

Tutoring will be offered to every student in the program with emphasis given to identified students by the staff, teachers and principals. Program staff will receive comprehensive training on state standards and will be educated on how to guide students through mastering reading and math skills. Staff will

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obtain a release of information from the parents and check student's grades and attendance on a regular basis to address concerns in a timely manner.

References:

Cosden, M., Morrison, G., Albanese, A. L., & Macias, S. (2001). When homework is not home work: After-school programs for homework assistance. *Educational Psychologist*, 36, 211-221.

DuBois, D. L., Holloway, B. E., Valentine, J. C., & Cooper, H. (2002). Effectiveness of mentoring programs for youth: A meta-analytic review. *American Journal of Community Psychology*, 30, 157-197.

BGCA's Literature Review:

https://www.bgca.net/Programs/ProgramDocuments/Power_Hour_Literature_Review.pdf

STEM

Driven by a part-time staff to plan, coordinate and implement STEM activities, utilizing the STEMfinity curriculum. BGC coordinated a pilot program in 2014-15 at two sites, resulting in huge success. The members in the program were able to increase their STEM knowledge by 75%. The members at the program will be able to participate in weekly STEM activities, one time per week with 15-20 kids interested in STEM.

References:

The Condition of STEM 2015, Zins, Joseph E., et al. "The scientific base linking social and emotional learning to school success."--from 21st CCLC Application

Sahin, Alpaslan, Mehmet C. Ayar, and Tufan Adiguzel. "STEM Related After-School Program Activities and Associated Outcomes on Student Learning." *Educational Sciences: Theory and Practice* 14.1 (2014): 309-322.

http://stemreadyamerica.org/wp-content/uploads/2017/02/AfterschoolSTEMEvaluation_Overview_Final.pdf

Triple Play

Triple Play, BGCA's comprehensive health and wellness initiative, strives to improve the overall health of members, ages 6-18, by increasing their daily physical activity, teaching them good nutrition and helping them develop healthy relationships. Since the Triple Play initiative was introduced in 2005, more than

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one million Club members have participated in fun fitness activities. The Triple Play initiative, sponsored by The Coca-Cola Company and The Anthem Foundation, nurtures the minds, bodies and souls of Club members.

BGCA Study on Impact of Triple Play:

https://www.bgca.net/Programs/ProgramDocuments/Triple_Play_Evaluation_Summary.pdf

SMARTMoves

The SMART (Skills Mastery and Resistance Training) Moves program is a nationally acclaimed prevention program originally developed in the 1980s with help from prevention specialists and Clubs around the country. Newly revised in 2011, the program incorporates the latest information and approaches that BGCA has learned about effective prevention. Participants will be exposed to various activities designed to hone their decision-making and critical-thinking skills, as well as learn how to avoid and/or resist alcohol, tobacco, other drugs and premature sexual activity.

References:

“Making Every Day Count: Boys & Girls Clubs’ Role in Promoting Positive Outcomes for Teens.”

Public/Private Ventures, 2009.

SMARTGirls

SMART Girls is a small-group health, fitness, prevention/education and self-esteem enhancement program designed to meet the developmental needs of girls in three age groups. Through dynamic sessions, highly participatory activities, field trips and mentoring opportunities with adult women, Club girls explore their own and societal attitudes and values as they build skills for eating right, staying physically fit, getting good healthcare and developing positive relationships with peers and adults.

References:

The Drama Years: Real Girls Talk about Surviving Middle School – Bullies, Brands, Body Image, and More (pp. 33–34).

Kilpatrick, H., with Joiner, W. (2012). Staying True to Her

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Passport to Manhood

Passport to Manhood promotes and teaches responsibility in Club boys ages 8-17. Passport to Manhood consists of 14 sessions, each of which concentrates on a specific aspect of manhood through highly interactive activities. Each Club participant receives his own “passport” to underscore the notion that he is on a personal journey of maturation and growth. Passport to Manhood represents a targeted effort to engage young men in discussions activities that reinforce positive behavior.

References:

Learning the Hard Way: Masculinity, Place, and the Gender Gap in Education (book) Edward W. Morris (Rutgers University Press, 2012)

American Medical Association Boys’ Guide to Becoming a Teen (book) American Medical Association/Kate Gruenwald Pfeifer (Jossey-Bass, 2006) Building Everyday Leadership in Teens: Promoting Attitudes and Actions for Respect and Success (book) Mariam G. MacGregor (Free Spirit Publishing, 2006)

Keystone

Keystoning is the Boys & Girls Club Movement’s most dynamic teen program. It affords teens an opportunity to gain valuable leadership and service experience. They conduct activities in three areas: academic success, career exploration and community service. Aaron's Inc. sponsors the Keystone Club program as part of a multi-year teen initiative; a strategic partnership between Aaron's Inc. and BGCA provides Clubs with the tools and resources to create a positive place for teens as well as for kids.

References:

Moore, C.W., & Allen, J.P. “The effects of volunteering on the young volunteer,” The Journal of Primary Prevention, 17 (2), 231-258 (1996).

Zaff, J., & Michelsen, E., Encouraging Civic Engagement: How Teens Are (or Are Not) Becoming Responsible Citizens (Research Brief). Washington D.C.: Child Trends (October 2002). Available online: <http://www.childtrends.org/files/K6Brief.pdf>

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Torch Club

Torch Clubs are chartered small-group leadership and service clubs for boys and girls ages 11-13. A Torch Club is a powerful vehicle through which Club staff can help meet the special character development needs of younger adolescents at a critical stage in their development. Torch Club members learn to elect officers and work together to implement activities in four areas: service to Club and community, education, health and fitness and social recreation. The Torch Club Awards are presented annually to Torch Clubs with outstanding programs and activities in the four areas. Each year, Torch Club members from all over the country take part in a service-learning experience through the National Torch Club Project.

References

Moorfoot, Nicholas, et al. "The longitudinal effects of adolescent volunteering on secondary school completion and adult volunteering." *International journal of developmental science* 9.3, 4 (2015): 115-123.

Newman, Sanford A., et al. "America's After-School Choice: The Prime Time for Juvenile Crime, or Youth Enrichment and Achievement." (2000).

Youth of the Year

Since 1947, Youth of the Year has been Boys & Girls Clubs of America's premier recognition program, celebrating the extraordinary achievements of Club members. Each year, one exceptional young person from a Boys & Girls Club rises to the role of National Youth of the Year. The National Youth of the Year serves as both an exemplary ambassador for Boys & Girls Club youth and as a strong voice for all of our nation's young people.

References:

Ockenden, Nick, and Joanna Stuart. "Review of evidence on the outcomes of youth volunteering, social action and leadership." *Institute for Volunteering Research* (2014).

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Lyricism 101

Lyricism 101 is a new program that intentionally includes proven youth development practices and creative activities that build and expand the literary skills of our teens, while exposing them to the art of hip hop, particularly cipher culture. It is broken down into nine 90-minute sessions, each of which can be delivered as a complete workshop or stand-alone lesson. Club professionals are encouraged to be creative and interweave their own content and connections into the activities.

References:

All Roads Lead to Hip-Hop in the Evolution of African American Music.

(2007, November). National Geographic, 211(4), 108-108

Enrichment Programming

Gardening Club, Photography Club, Cooking Club, Movie Making Club, Sports Club, Flag Football, etc.

Strengthening Families Program

Parenting is a challenging undertaking in the best of circumstances. Ask any parent and they will tell you they love their children and want what is best for them. Unfortunately, children don't come with an instruction manual. People tend to form families and parent their children based on their own history and experiences. Without additional support and resources, the dysfunction of a parent's own childhood is repeated in the next generation.

The foundation of any healthy, thriving community lies in the strength of its families. That foundation is only as strong as its weakest component. When we come together to nurture and support our families who are struggling, we improve the lives of our children and strengthen the community as a whole. In an effort to identify the scope of the issue, Douglas County Criminal Justice Services - Youth Services looked at a number of factors that would potentially place families and children at risk:

- According to the Department for Children and Families (DCF) Prevention and Protection Services Division, 1,255 events were referred for investigation in Douglas County between August 1, 2016 and July 31, 2017.
- 14.9% of children in Douglas County under the age of 18 live at or near the poverty level
- 33% of single female parent households live at or below the poverty level
- Douglas County ranks 17th among Kansas counties in the rates of divorce
- Douglas County ranks 47th among Kansas counties in numbers of single parent households
- There are 11,877 family households in Douglas County
- Over one-third (35.2%) of students in public schools receive free/reduced meals. The percentage ranges from a low of 10% in some schools to almost 80% in others.

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- Adverse childhood experiences (ACEs) have a negative impact on the health and well-being of individuals across the life span. Adults in Douglas County reported the following ACEs:
 - 14.8% of adults were slapped, kicked, punched or beat up once or more during their childhood
 - 8.8% of adults were touched sexually by an adult or someone at least 5 years older as children
 - 24.1% of adults lived with someone who was depressed, mentally ill or suicidal as children
 - 20.6% of adults lived with someone who was a problem drinker or alcoholic during their childhood
 - 12.1% of adults lived with someone who used illegal drugs or abused prescription medication as children
- 23.2% of adults in Douglas County reported having been diagnosed with a depressive disorder at some point in their lives

The Strengthening Families Program (SFP) is an evidence-based parenting and family strengthening program for high risk and general population families. SFP consists of parenting skills, children's life skills and family skills training courses presented in 14 two hour group sessions. The sessions begin with a meal that includes informal family time as well as group leader coaching. The Strengthening Families Program focuses on building and enhancing 5 core protective factors:

Parental Resilience

While being a parent can be an incredibly rewarding experience, it is not without its difficulties. Parenting stress is caused by pressures parents experience personally and in relation to their children. These pressures can range from life's every day frustrations to more serious problems. When parents are unable to manage the stressors they experience, it can have a negative effect on the functioning of the family unit and the healthy development of the children.

Resilience is the ability to "bounce back" from life's challenges and adversity. Research indicates that how parents respond to stressful events is much more significant than the event itself. Parents who are resilient are more likely to achieve healthy outcomes for themselves as well as their children. Additionally, children learn to develop resilience by seeing it modeled in their parents.

Social Connections

As human beings, we are social creatures; we need to form connections with others for our own mental health and well-being. Parents are no different. They need to feel that others care for them and their children. These connections can come in the form of extended family, community members, co-workers or service providers. In some family systems, the support and direction from extended family may be non-existent or even a source of greater stress. Research shows that

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constructive social connections help parents to feel a greater degree of personal well-being and are more responsive and nurturing to their children.

Concrete Supports

Every parent needs help at some point in time. Sometimes they need help with the day to day issues of parenting. At other times, parents may face overwhelming obstacles; substance abuse, mental health issues, or the inability to provide for their children's basic needs. Asking for help is often very difficult. For some parents, it is a matter of shame, as they feel they are admitting they are failing as a parent. For others, asking for help increases their stress because of the fear of being judged. Some parents simply have no idea where to turn for help.

Educating parents about how to identify their needs, where to seek assistance and how to navigate various service systems helps to give parents the tools they need to be secure in the knowledge they can provide for their families in times of stress. Services should identify and build upon the strengths of the family and make parents an active participant in meeting the needs of the family.

Knowledge of Parenting and Child Development

No parent inherently knows everything about children. For many parents, there are times it feels like a process of trial and error; we do the best we can based on what we know and hope we did the right thing. Unfortunately, that sometimes means that parents carry over the mistakes made in their childhood to the next generation. An understanding of effective parenting practices and knowledge of child development helps parents to know how to meet their child's needs at every developmental phase.

Social and Emotional Competence of Children

Early childhood forms the foundation that our adult lives are built upon. Children's experiences, both positive and negative, affect how they view the world and their place in it. In the past, a great deal of focus was placed on building academic skills to prepare young children for school. Newer research indicates a correlation between social-emotional competence and cognitive development, language skills, mental health and school success. When we foster the social and emotional competence of our children, we lay the foundation for their future success.

Douglas County Criminal Justice Services -Youth Services will contract with Cultivate, Inc. to partner with family service agencies and the local faith community to establish a community-wide, Strengthening Families Program in Douglas County.

Cultivate, Inc. is an education-based 501c3 founded by Lee Jost. Cultivate's mission is to interrupt cycles of risk in individuals and families through life skills training, job skills training and introducing prosocial community relationships into the lives of at risk individuals and families. As a consultant, Lee Jost has helped to establish numerous community collaborative Strengthening Families

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Programs across the Greater Kansas City area. Consulting services for the Douglas County SFP project includes:

- Along with Douglas County Criminal Justice Services - Youth Services staff, establish a list of basic needs that will provide the best opportunity for long term sustainability
- Determine current community assets that can be invited to participate
- Create simple invite and onramps for engagement from community members
- Engage community members in small gatherings to cast vision for collaborative work
- Convene larger stakeholder meetings including county personnel, and community partners for vision and planning purposes
- Assist in drafting a clear roadmap for collaborative partnership including MOU's between community and agencies if needed
- Establish budget for sustainability
- Work with stakeholders to establish a timeline
- Provide planning for a second facilitator training
- Work with stakeholders to fill a training for program implementation
- On Site program visits and problem solving with implementation team
- Post cycle evaluation with implementation team to evaluate sustainability and set goals for the next cycle

References

State of the Family; Kansas Child and Family Wellbeing Indicators 2014 Report. Retrieved from: <http://www.dcf.ks.gov/Agency/FBCI/Documents/KCLE/2014%20State%20of%20the%20Family%20Report.pdf>

Center for the Study of Social Policy's Strengthening Families; A Protective Factors Network. Retrieved from: <https://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-Protective-Factors.pdf>

2017 Douglas County Health Assessment. Retrieved from: <http://ldchealth.org/DocumentCenter/View/1935>

Strengthening Families Program. Retrieved from: <http://www.strengtheningfamiliesprogram.org/>

Strengthening Families Through Early Care and Education. Center for the Study of Social Policy. Retrieved from: <https://www.cssp.org/reform/strengthening-families/resources/body/LiteratureReview.pdf>

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National Curriculum and Training Institute – Youth Crossroads

For many years, the juvenile justice system has relied on punitive practices to hold youth accountable for their behavior. Behavioral science studies clearly demonstrate that punishment is not an effective tool for creating lasting behavior change. Youth may change their behavior over the short term to avoid the punishing agent, but tend to revert back to their old patterns of behavior as soon as the perceived threat of punishment is passed. In order to effect lasting behavior change, it is necessary to provide juvenile offenders with the tools to learn to control their own behavior.

Cognitive Behavioral Interventions have been shown to be quite successful in reducing recidivism among both adult and juvenile offenders. Cognitive Behavioral Interventions are based on the premise that there is a direct correlation between thoughts and behaviors. Cognitive Behavioral Interventions teach offenders to identify their own faulty thinking patterns in order to make better behavioral choices.

Youth Crossroads is an evidence-based program offered through the National Curriculum and Training Institute (NCTI) that has proven to be very successful with the juvenile offender population. NCTI's curricula is accredited by the American Probation and Parole Association (APPA). NCTI offers a comprehensive collection of evidence-based curricula. Youth Crossroads offers curricula in a wide variety of topics that target the criminogenic needs of youthful offenders. Instead of a "one size fits all" approach, the Youth Crossroads curricula is available in different "dosages" to enable the facilitator to tailor the intervention to the target population.

The topics covered in the Youth Crossroads curricula include:

- Anger Management
- Cognitive Life Skills
- Curfew
- Drugs and Alcohol
- Gang Involvement
- Graffiti
- High Risk Offenders
- Misdemeanor Offenses
- Shoplifting
- Traffic Safety
- Truancy
- Specialty Programs

Douglas County Criminal Justice Services - Youth Services was able to train 5 of its staff and 2 staff from The Children's Shelter in order to provide programming to a broader range of youth. Our original proposal called for using grant funds to cover the cost of travel and training expenses to train 5 additional facilitators. We discovered it was more cost effective to use those funds to sponsor an onsite training. As a result, we were able to make the training available at no cost to other agencies and

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judicial districts. Using the grants funds for an onsite training enabled us to train an additional 10 facilitators.

References

NCTI Youth Crossroads. Received from: http://www.ncti.org/programs/crossroads_juvenile

Therapeutic Support

Many youth in contact with the juvenile justice system experience co-occurring disorders, defined as the presence of one or more mental disorders and one or more substance use disorders. Research indicates that up to 90% of justice-involved youth have been exposed to some type of traumatic event. 70% of juvenile offenders meet criteria for a mental disorder and 30% meet criteria for Post-Traumatic Stress Disorder. According to the U.S. Department of Health and Human Services, Mental Health includes a person's psychological, emotion, and social well-being and affect how a person feels, thinks, and acts. Research also indicates that most addicted individual need at least 3 months in treatment to significantly reduce or stop their drug use and that best outcomes occur with longer durations of treatment. A National Institute of Health research study found that people who participate in treatment and stop using drugs, decrease their criminal activity. "Many youth end up in the juvenile justice system not because of the seriousness of their crime, but because appropriate community-based treatments and services to address their specific behavioral health or trauma-related needs are lacking, their conditions have not been recognized, or the relevant service systems are not coordinating effectively.- National Center for Mental Health and Juvenile Justice."

The youth under the supervision of Douglas County Criminal Justice Services - Youth Services closely mirror the national figures. Many of the youth we serve have been exposed to significant trauma which impacts their ability to function in their daily lives. Many of these youth experience mental health challenges and use substances as a coping mechanism. They come from dysfunctional family systems that lack the skills necessary to help the youth navigate these issues. Douglas County is fortunate in that we have a plethora of services available to youth and families; the issue is access. Youth with these types of presenting issues require intensive treatment. For example, a youth participating in Intensive Outpatient Treatment would attend three times a week. For families with private health insurance, a copayment is required for each session. Using the example of one family we serve, a single mother working full time with no outside support. Her employer provides health insurance that covers treatment but requires a \$25 copayment for each session. Her son needed substance abuse treatment and individual therapy. For her son to receive the services he needed the copays would have been \$400 a month. Even with insurance, the cost for him to participate in services was prohibitive. Many of the families we serve are in similar situations; they have private health insurance but are unable to afford the copays. For any number of reasons, we have other youth in need of services who are uninsured.

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References:

NIDA. (2018, January 17). Principles of Drug Addiction Treatment: A Research-Based Guide (Third Edition). Retrieved from <https://www.drugabuse.gov/publications/principles-drug-addiction-treatment-research-based-guide-third-edition-on-2018>,

OJJDP. (2017, July). Intersection Between Mental Health and the Juvenile Justice System. Retrieved from <https://www.ojjdp.gov/mpg/litreviews/Intersection-Mental-Health-Juvenile-Justice.pdf>

PMC. (2013, July 16). Trauma Histories Among Justice-Involved Youth: Findings from the National Child Traumatic Stress Network. Retrieved from <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3714673/>

National Center for Mental Health and Juvenile Justice. Retrieved from <https://www.ncmhjj.com/topics/general-information/>

ADMINISTRATION

Applicant Agency

Douglas County Criminal Justice Services - Youth Services
330 NE Industrial Lane
Lawrence, KS 66044
785-331-1300
Pam Weigand – Director

Contracting Agencies

Positive Directions

Boys & Girls Club of Lawrence
1423 Haskell, Ave.
Lawrence, KS 66044
785-243-8781
Executive Director: Colby Wilson
Director of Teen Services: Amy Hill
Director of Grants: Hannah Odette

Strengthening Families Program – Group Leader Training

Cultivate, Inc
1707 E. Cedar Street, Suite 103
Olathe, KS 66062
913-406-9241
Director: Lee Jost

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Strengthening Families Program – Fidelity Review

Ahearn Greene Associates
3624 Queen Mary Drive
Olney, Maryland 20832
240-460-3931

National Curriculum Training Institute – Youth Crossroads Facilitator Training

319 East McDowell Road
Suite 200
Phoenix, Arizona 85004-1534
800-622-1644

Therapeutic Support

Contracting Agencies

Douglas County Criminal Justice Services - Youth Services will contract with community providers as needed.

SUSTAINABILITY

Positive Direction

Over time, Boys & Girls Club of Lawrence has evolved and is shaped by participant feedback, evaluation outcomes, and best practices in the field. Boys & Girls Club has long maintained a rigorous schedule of meeting performance measures and tracking extensive data- behavior outcomes, attendance of individual children, education outcomes, demographic information and other key data to measure our success or need for improvements. The support of the requested funds would enable further development of evidence-based mentoring programs with proven outcomes.

The Boys & Girls Club of Lawrence mission includes the development of sustainability strategies in support of ongoing out of school programming for all Lawrence youth, especially those at risk. Boys & Girls Club board of directors and staff are committed to providing all Club members with a well-rounded experience. The board of directors and the Club resource development staff will work together to identify resources that will sustain the proposed program. The sustainability effort is a three-pronged approach including; grants (federal, state and local), fundraising and fees for service. The three-pronged approach has proven to be very successful as Boys & Girls Club leverage many local sources to secure funding. In the last 10 years, BGC staff and board of directors has been successful in increasing local city funds from \$5,000 to \$215,000. United Way dollars have increased from \$70,000 to \$150,000 and other local, state and federal funding streams have improved to over \$840,000. The Boys & Girls Club has increased fundraising and contributions from just \$25,000 to \$250,000 over the last several years. Parent fees also help to support the program. Fees will be income based with scholarships available so that no student who needs the program is turned away. The BGC staff in partnership with the board is responsible for the ongoing fundraising activities throughout Lawrence that contributes to these efforts.

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The Boys & Girls Club of Lawrence current budget is 3.1 million dollars. The grant would represent 1% of their current budget. The current administrative team includes a Director of Grants who is responsible for grant management and fiscal oversight. The Director of Grants will meet with JDC staff to ensure compliance with all grant requirements. The Director of Grants will be responsible for maintaining the financial accountability, evaluations and reports. Boys & Girls Club of Lawrence also has a wealth of experience managing federal and state funding. The Club has effectively managed state AmeriCorps funding since 2010 and KSDE 21st Century Community Learning Center funding since 2009. This track record is evidence that the Club staff and board work diligently to ensure funding streams are consistent for the continuation of impactful programming in the areas of academic success, healthy lifestyles and good character and citizenship.

Strengthening Families Program

Douglas County Criminal Justice Services - Youth Services will partner with Cultivate, Inc. identify, recruit and train community partners for the SFP project. The vision of the project is to create a true community-wide collaborative focused on supporting the at-risk families of Douglas County. It would not be cost-effective or sustainable over the long term to only focus on training group leaders working with the juvenile offender population. By training a larger number of group leaders and creating a broad base of community collaboration, we will be able to make the Strengthening Families Program available in Douglas County long after the grant funding has expired.

Douglas County Criminal Justice Services - Youth Services will contract with Ahearn Green Associates, LLC to conduct a fidelity evaluation of the Douglas County Strengthening Families Project. After each training cycle, Ahearn Greene Associates will submit a SFP Site Information Survey to systematically collect fidelity data. Evaluation data findings will include all training cycles conducted during the grant period. Quality measures include the following five SFP fidelity domains:

- Environmental Context
- Population
- Program Quality
- Staffing
- Curriculum Fidelity

Additional measures include:

- Client Characteristics
- Capacity Achievement
- Retention
- Completion Rates

Parents will complete a Satisfaction Survey upon completion of the program. Group leaders will electronically submit Group Leader Session Fidelity Checklists to report adherence, quality, responsiveness and dosage within 48 hours of each session. Ahearn Greene Associates will provide the

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Douglas County Strengthening Families Program with a year-end report that will include to-date fidelity evaluation findings with interpretation based on established evidence-based practice and recommendations for future efforts. Reports will be submitted within 60 days of receipt of all data.

National Curriculum Training Institute (NCTI) – Youth Crossroads

Douglas County Criminal Justice Services - Youth Services previously had one Juvenile Services Officer trained as a Youth Crossroads facilitator. An additional 5 CJS-YS staff members completed training May of 2018. Two staff from The Children's Shelter also completed training. We anticipate collaborating with The Children's Shelter to serve youth in the community. The additional facilitators will enable us to offer more opportunities for youth who need services to receive the curricula in our community.

Therapeutic Support

Evidence indicates that providing system involved youth (Conditional of Release, IIP, Court Services, and JISP) with the services needed to help manage mental health and substance abuse issues will help improve their rate of successful completions and reduce recidivism which would subsequently reduce system involvement. Douglas County Criminal Justice Services - Youth Services will track this information and use that data to leverage additional funding after the completion of the grant cycle.

OUTCOMES AND EVALUATION

Positive Directions Program – Boys and Girls Club

KDOC Outcome Positive Direction	Measure	Results
100 % of youth participating in Positive Direction will be living at home at the completion of program.	Measured based on parent report	100% of youth are still living at home.
90% of youth participating in Positive Direction will be living at home 1 year after completion of the program	Boys & Girls Club will send a survey to families and youth one year after completion of the program	Youth has not completed program.
90% of youth participating in Positive Direction will be in school and/or working at the completion of the program.	School records, parent report, pay stubs	100% of youth are still in school.
90% of youth participating in Positive Direction will be in school and/or working 1 year after completion of the program	Boys & Girls Club will send a survey to families and youth one year after completion of the program	Youth has not completed the program.
80% of youth participating in Positive Direction will have no	Court records, booking reports, Juvenile Intake and Assessment	Youth has not completed the program but does not have any new arrests.

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new arrests at the completion of the program.		
80% of youth participating in Positive Direction will have no new arrests 1 year after completion of the program.	Court records, booking reports, Juvenile Intake and Assessment, parent survey	Youth has not completed the program.
80% of youth participating in Positive Direction will successfully complete the program	Boys & Girls Club Report	Youth is on track to successfully complete the program.

KDOC 2019 REINVESTMENT GRANT RENEWAL

1. Please provide a summary of program implementation efforts so far.

To date, we have only had one youth participate in the program thus far. We have identified a number of reasons for the lack of participation.

- The District Attorney's office did not make any IIP referrals for the first several months the program was in place. We anticipated that a number of the youth participating in the IIP would benefit from this program.
- We are making the families of youth participating in IIP, Conditions of Release, Court Services, and Intensive Supervised Program aware of the program.
- We are working on developing an information packet for parents that outlines all of the supports and services available.

2. Please provide a summary of data collection efforts so far.

See Table above.

**3. What challenges/barriers are you experiencing with implementation or data collection?
Please also identify strategies to remove these barriers.**

- Youth referred to the program have been resistant to participating because they feel the Boy's and Girl's Club is just for younger children. The Boy's and Girl's Club of Lawrence is currently building a new teen center that is scheduled to open the fall of 2018. We are hopeful that we will overcome this perception with the opening of the new teen center.
- We have had several youth who would have participated in the program but transportation home was an issue. Some of the families we serve are unable to provide transportation either due to a lack of money for gas or no vehicle. We will provide gas cards on a weekly basis to parents whose children meet minimum participation guidelines. For families that have no transportation, we will provide bus passes to the youth.
- We did a training with the defense bar on the IIP program to make attorneys aware of the services available. As a result, we have received more post-file IIP referrals because defense attorneys know to ask. Douglas County Legal Aid assisted in developing a referral form to help expedite the referral process.

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4. What successes are you seeing with the programs/services?

The one youth we have participating in the program was initially hesitant to participate but agreed after some encouragement from his Officer. He is now positively engaged in the program and has assumed a leadership role with the younger youth. The Positive Directions program has provided this young man with positive activities to help structure his free time.

5. Do you anticipate changes, programmatic or budgetary, over the next fiscal year?

- We will be budgeting for gas cards and bus passes for families to assist with transportation.

6. What types of quality assurance is being conducted with the program to ensure program is implemented with fidelity and is congruent with evidence-based practices/programs?

We receive monthly progress reports from the Boy's and Girl's Club regarding the program outcomes.

The chart below indicates the additional performance targets and activities that the Boys & Girls Club of Lawrence will use to achieve program goals for this grant.

Performance Target	Activities to assist students	Results
20 students in the Positive Direction program will participate in programming at Boys & Girls Club during the 2017-2018 school year	Power Hour (homework, tutoring & kits) One-on-one tutoring w/student teachers & para's Variety of enrichment activities including art, dance, drama, music, social studies, science, character education and social skills, community service activities provided by partners Staff will attend trainings on engaging activities	Youth attends day school so he does not need the homework or tutoring. He does participate with the enrichment activities.

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90% of the students enrolled in the program will participate in ongoing academic enrichment programming during the 2017-2018 school year	Power Hour (homework, tutoring & kits) One-on-one tutoring w/student teachers & para's Collaboration between teachers and staff Curriculum driven activity planning Staff will attend training on state standards	Due to the youth being in Day School there has not been a need for the curriculum activity planning.
90% of the students enrolled in the program will participate in activities integrating educational activities with: real-life problem solving, arts education, career exploration, recreation, cultural opportunities and activities, & service learning	Variety of enrichment activities including art, dance, drama, music, social studies, science, character education and social skills, community service activities provided by partners Staff will attend trainings on engaging activities	Youth participates in the enrichment activities

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Performance Target	Activities to assist students	Results
75% of the students enrolled in the program will maintain high academic achievement &/or demonstrate continuous improvement in their math & reading grades	Power Hour (homework, tutoring & kits) One-on-one tutoring w/student teachers & para's Collaboration between teachers and staff Curriculum driven activity planning Training on state standards	76% in English, 89% in Health, F in Intro to Algebra, F in General Science, B- in Physical Education, B in Art History, F in World Geography.
75% of the students enrolled in the program will maintain high academic achievement &/or demonstrate continuous improvement in their math & reading results of the KS State Assessments.	Power Hour (homework, tutoring & kits) One-on-one tutoring w/student teachers & para's Collaboration between teachers and staff Curriculum driven activity planning Training on state standards	Youth is in Day School and not subject to the KS State Assessments.

Douglas County Strengthening Families Program

KDOC Outcome Strengthening Families Program	Measure	Results
100 % of youth participating in SFP will be living at home at the completion of program.	Measured based on parent report	We will implement class during the next funding cycle.
90% of youth participating in SFP will be living at home 1 year after completion of the program	CJS-YS will send a survey to families one year after completion of the program	We will implement class during the next funding cycle.
90% of youth participating in SFP will be in school and/or working at the completion of the program.	School records, parent report, pay stubs	We will implement class during the next funding cycle.
90% of youth participating in SFP will be in school and/or working 1 year after completion of the program	CJS-YS will send a survey to families one year after completion of the program	We will implement class during the next funding cycle.
80% of youth participating in SFP will have no new arrests at the completion of the program.	Court records, booking reports, Juvenile Intake and Assessment	We will implement class during the next funding cycle
80% of youth participating in SFP will have no new arrests 1 year after completion of the program.	Court records, booking reports, Juvenile Intake and Assessment, parent survey	We will implement class during the next funding cycle

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80% of youth participating in SFP will successfully complete the program	Fidelity Report	We will implement class during the next funding cycle
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KDOC 2019 REINVESTMENT GRANT RENEWAL

1. Please provide a summary of program implementation efforts so far.

- CJS-YS and Lee Jost made contacts with community agencies to generate interest and support for the program.
- CJS-YS held two informational meetings with community agencies and interested parties.
- Planning meetings with CJS-YS to promote facilitator training.
- Facilitator training was held on May 2nd and 3rd, 2018.
- Community stakeholders began meeting in May of 2018 to plan for the launch of the program in August of 2018.

2. Please provide a summary of data collection efforts so far.

- Data collection has not started due this program being in the planning and training stages. CJS-YS will contract with Cultivate, Inc. and Ahearn Green Associates, LLC to help with fidelity data after each training. Parents will also do a satisfaction survey upon completion of the program.

3. What challenges/barriers are you experiencing with implementation or data collection? Please also identify strategies to remove these barriers.

- We have a broad cross section of community members who are invested in developing a Strengthening Families Program in the community. We will continue to cultivate partnerships in the community to build and sustain the program.

4. What successes are you seeing with the program/services

- We are seeing a lot of interest from our community partners regarding this program.

5. Do you anticipate changes, programmatic or budgetary, over the next fiscal year?

- We will be requesting funding for continued partnership with Cultivate, Inc. and Ahearn Green Associates, LLC for continued support and fidelity review. We will also be requesting funds for incentives for the families and a training at the end of the funding cycle to establish more community members as facilitators for the SFP program.

6. What types of quality assurance is being conducted with the program to ensure program is implemented with fidelity and is congruent with evidence-based practices/programs?

- Cultivate, Inc. and Ahearn Green Associates, LLC will continue to work with CJS-YS and the community to ensure fidelity with the program.

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Additional Outcomes:

Strengthening Families Program Additional Outcomes	Measure	Results
CJS-YS and/or Cultivate, Inc. will host a minimum of 6 meetings to educate and recruit community stakeholders to participate in the Strengthening Families Program within 90 day of notification of funding approval.	Meeting records	January 25, 2018, presented information to the Family Centered System of Care meeting. March 2, 2018, Meeting with KVC. March 7 th , 2018 Meeting with Susanna Mariscal with KU and Haskell Indian Representatives. March 8, 2018, Meeting with stakeholders regarding the program. April 12, 2018, Contact with a member of the faith community April 12, 2018, Meeting with the Director of the Care Portal
CJS-YS will host a 2 day training to certify up to 35 group leaders for the Strengthening Families Program.	Training records	May 2 nd and 3 rd , 2018
Group leader training for the Strengthening Families Program will be completed by April or May of 2018.	Training records	May 2 nd and 3 rd , 2018
CJS-YS will work with Cultivate, Inc. and Ahearn Greene Associates to ensure the group leader training for the Strengthening Families Program is carried out with fidelity.	Training records, fidelity report	Will be part of the 2019 grant period.
CJS-YS will develop a steering committee of key stakeholders to develop the referral process and plan SFP groups for the coming year.	Meeting records	Meetings started May 15, 2018 and are scheduled to continue for planning for the first SFP group.
CJS-YS will receive referrals for the Strengthening Families Program beginning in June of 2018.	Meeting and referral records	In the planning stages.

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CJS-YS will launch the first Strengthening Families group in August of 2018.	Training records	In the planning stages.
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NCTI – Youth Crossroads

KDOC Outcome NCTI Youth Crossroads	Measure	Results
100 % of youth participating in Youth Crossroads will be living at home at the completion of program.	Measured based supervision records and parent report	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
90% of youth participating in Youth Crossroads will be living at home 1 year after completion of the program	Court records, Juvenile Intake and Assessment, parent survey	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
90% of youth participating in Youth Crossroads will be in school and/or working at the completion of the program.	School records, parent report, pay stubs	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
90% of youth participating in Youth Crossroads will be in school and/or working 1 year after completion of the program	Court records, Juvenile Intake and Assessment, parent survey	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
80% of youth participating in Youth Crossroads will have no new arrests at the completion of the program.	Court records, booking reports, Juvenile Intake and Assessment	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
80% of youth participating in Youth Crossroads will have no new arrests 1 year after completion of the program.	Court records, booking reports, Juvenile Intake and Assessment, parent survey	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.
80% of youth participating in Youth Crossroads will successfully complete the program	Training records	Training for trainers was held May 7– 11 th , 2018. Classes will begin in the next funding cycle.

KDOC 2019 REINVESTMENT GRANT RENEWAL

1. Please provide a summary of program implementation efforts so far.

- CJS-YS arranged for Crossroads to come to Lawrence, Kansas to do the training. This was more cost effective than sending a few staff to an out of state training. CJS-YS opened this training up to the community and other judicial jurisdictions. Priority was given to agencies serving juvenile offenders.

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2. **Please provide a summary of data collection efforts so far.**
 - Data collection will begin after classes start.
3. **What challenges/barriers are you experiencing with implementation or data collection? Please also identify strategies to remove these barriers.**
 - None at this time.
4. **What successes are you seeing with the program/services?**
 - We just completed facilitator training and anticipate beginning classes during the next funding cycle.
5. **Do you anticipate changes, programmatic or budgetary, over the next fiscal year?**
 - CJS-YS will be requesting funding for program materials and incentives to be used for our classes.
6. **What types of quality assurance is being conducted with the program to ensure program is implemented with fidelity and is congruent with evidence-based practices/programs?**
 - Youth Crossroads training conducted by the National Curriculum Training Institute (NCTI) included program fidelity practices.

Additional Outcomes:

NCTI Youth Crossroads Additional Outcomes	Measure	Results
CJS-YS will send up to 4 staff and/or community partners to the NCTI Youth Crossroads Training.	Training records	CJS-YS sent 5 staff members to the May training. Ten other people from outside agencies were also able to attend.
50 youth who were referred by the court for truancy will have participated in the Youth Crossroads Truancy curriculum by June 30, 2018.	Training records	9 youth started the Crossroads Truancy course.
75% of the youth participating in the program will successfully complete the curriculum.	Training records	7 youth completed the Truancy program.
75% of youth who successfully complete the Youth Crossroads Truancy curriculum will demonstrate a 50% reduction in unexcused absences from school.	Training and school attendance records	3 of 9 did not improve their school attendance by 75%.
75% of youth who successfully complete the Youth Crossroads Truancy program will demonstrate	Pre and Post test results.	100% could demonstrate an increase in knowledge regarding the importance of

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an increase in knowledge regarding the importance of an education and the resources available to them.		an education and resources available to them.
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Therapeutic Support

Outcomes and evaluation:

KDOC Outcome Therapeutic Support	Measure
100 % of youth participating in therapy will be living at home at the completion of program.	Measured based on court records, Juvenile Intake and Assessment
90% of youth participating in therapy will be living at home 1 year after completion of the program	Measured based on court records
90% of youth participating in therapy will be in school and/or working at the completion of the program.	School records, parent report, pay stubs
90% of youth participating in therapy will be in school and/or working 1 year after completion of the program	School records, parent report, pay stubs
80% of youth participating in therapy will have no new arrests at the completion of the program.	Court records, booking reports, Juvenile Intake and Assessment
80% of youth participating in therapy will have no new arrests 1 year after completion of the program.	Court records, booking reports, Juvenile Intake and Assessment
80% of youth participating in therapy will successfully complete the program	Court records, booking reports, Juvenile Intake and Assessment

Additional Outcomes:

Therapeutic Support Additional Outcomes	Measure
80% of youth will not miss more than 3 sessions of therapy.	Contact with therapist, reports, contact with parents
90% of families of uninsured youth will submit a KanCare application.	Case file records
CJS-YS will assist uninsured families with obtaining necessary documentation and completing the KanCare application	Case file records and receipts



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

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www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMORANDUM

MEMO TO: Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Amendment to Agreement with Kansas Head Start Association, Kansas Department of Health and Environment, and the Lawrence Douglas County Health Board to provide Parent Health Literacy Services

DATE: May 25, 2018

In 2013, Kansas Head Start Association approached Douglas County about partnering to help them receive Medicaid funds to provide Parent Health Literacy Training and Services throughout Kansas. The program provides parents with training and an easy to read book entitled "What to do When Your Child Gets Sick" which is focused on answering questions about minor illnesses and injuries. Results of the two evaluation studies to date have shown the following outcomes:

- 50- 55% fewer emergency room visits;
- 35-46% fewer unnecessary doctor visits;
- 17-64% fewer school days missed by children because of illness or injury;
- 45-57% fewer work days missed by parents because of children's illness;

The results of this project were compared with other projects nationally that only distribute the book to parents without parent instruction. The project as originally implemented in Head Start facilities in Kansas has been expanded to include hospitals, emergency rooms, health departments, WIC offices, physician offices, early childhood home visitors, school nurses, human service providers and Safety Net Clinics throughout the State. With the funding that was already received, Head Start has trained 600 practitioners at 202 sites, and distributed over 14,500 books. Our current contract (the one to be amended by this amendment) has allowed KHSa and their partners to achieve the following outputs in 2015:

- 9 trainings
- 379 Practitioners trained from 142 sites
- Over 5,600 books distributed

The total annual funding covered under this agreement is \$80,000 for July 1, 2018 – June 30, 2019. Included in the total are matching funds of \$40,000 provided by Kansas Head Start. The remainder of the funds come from Medicaid through the Kansas Department of Health and Environment. Because of the restrictions on Medicaid funds, Medicaid funds must come through a governmental unit with the ability to tax. The County will be required to certify the match, and draw down the Medicaid funds from the Kansas Department of Health and Environment. The County will then pass the funds on to Kansas Head Start Association.

Because of the complexity of the program and the liability to the County if there is an error, staff asked the Lawrence Douglas County Health Board to partner with the County and Head Start. The Health Board is involved in the program and understands the requirements of Medicaid. The Health Board will review certification and make sure that it is complete and ready to be processed. The additional step of having the Health Board involved will help ensure that we are administering the funds correctly.

RECOMMENDED MOTION

Approve and sign the amendment to the current agreement with the Kansas Head Start Association, the Lawrence-Douglas County Health Board, and the Kansas Department of Health and Environment to provide Parent Health Literacy Services in annual amount not to exceed \$80,000 that includes \$40,000 in matching funds provided by the Kansas Head Start Association.

AGREEMENT
between the
KANSAS DEPT. OF HEALTH AND ENVIRONMENT
DIVISION OF HEALTH CARE FINANCE
the
DOUGLAS COUNTY BOARD OF COMMISSIONERS
and the
LAWRENCE - DOUGLAS COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

This agreement is entered into by and between the Kansas Department of Health and Environment, Division of Health Care Finance, hereinafter sometimes referred to as "KDHE/DHCF", the Douglas County Board of Commissioners, hereinafter sometimes referred to as "County," and the Lawrence - Douglas County Health Department, hereinafter sometimes referred to as "Service Contractor."

WHEREAS, K.S.A. Supp. 75-7401 authorizes the KDHE/DHCF to enter into a contract for services, and;

WHEREAS, the County and the Service Contractor desire to develop, implement, and maintain a voluntary program that provides outreach, prevention and early intervention services to new, low-income parents and children with emphasis on adolescent and pregnant teen parents of at-risk infants in the County, and;

WHEREAS, the KDHE/DHCF and the County recognize a need for the program proposed by the Service Contractor and desire to promote said program, and;

WHEREAS, Federal Financial Participation (FFP) is available to pay a portion of the project costs, and;

NOW, THEREFORE, for and in consideration of their mutual promises, the parties hereby agree as follows:

I. KDHE/DHCF RESPONSIBILITIES:

- A. Consultation/Review: KDHE/DHCF shall provide consultation and technical assistance to the Service Contractor during the term of this agreement, as well as review the quarterly program reports as part of the evaluation process for the program.
- B. Funding: KDHE/DHCF shall draw down and pay the County \$225,000 for the annual draw-down of Medicaid Funds for the year, in quarterly increments of approximately \$56,250, after an invoice showing expenditures made or to be made for the quarter and requesting "draw down" and remittance to the County of Medicaid funds (Federal Financial Participation or FFP); and, certification of non-federal matching funds using the form provided by KDHE/DHCF and signed by the Chairperson on behalf of the Board of County Commissioners, County Administrator, or other elected official or employee authorized to sign on behalf of the County, is received by KDHE/DHCF.

APR 27 2018

**FIRST AMENDMENT
to the
AGREEMENT
BETWEEN THE
KANSAS HEAD START ASSOCIATION
THE
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KS
THE
LAWRENCE-DOUGLAS COUNTY HEALTH DEPARTMENT
AND THE
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
TO
PROVIDE PARENT HEALTH LITERACY SERVICES**

The above referenced agreement is hereby amended by agreement of the parties (this "FIRST Amendment") effective as of July 1, 2018 (the "Effective Date") subject to the provisions below.

1. EXTENSION OF CONTRACT PERIOD

This agreement is extended for the period July 1, 2018 through June 30, 2019.

2. COMPENSATION

During the extension period set forth in Section 1 above, total contract funding shall not exceed \$80,000, said amount comprising matching funds of \$40,000 and the federal financial participation (FFP) amount of \$40,000.

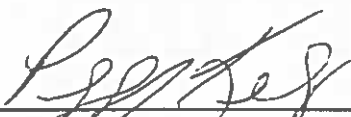
The Kansas Head Start Association shall request the quarterly draw down of funds in the approximate amount equal to, but not greater than \$10,000 on or about October 1, 2018; January 1, 2019; April 1, 2019; and July 1, 2019.

3. OTHER:

The remaining terms and conditions of the above-referenced Agreement and any attachments and amendments thereto, shall remain in force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, the Kansas Head Start Association, the Board of County Commissioners of Douglas County, the Douglas County Health Department, and Kansas Department of Health and Environment, Division of Health Care Finance, hereto affix their signatures to this First Amendment.

KANSAS HEAD START ASSOCIATION



Peggy Kelly
Executive Director

4/26/2018
Date

BOARD OF COUNTY COMMISSIONERS

Nancy Thellman, Chair
Douglas County, Kansas

Date

**LAWRENCE-DOUGLAS COUNTY
HEALTH DEPARTMENT**



Sandy Praeger
Board Chair

5/21/18
Date

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Jeff Andersen
Acting Secretary

Date

II. COUNTY RESPONSIBILITIES:

- A. **Funding:** The County shall provide certifiable, matching, non-federal funds in the amount of \$225,000 which is fifty percent (50.0%) of the total contract amount of \$450,000. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from non-federal sources (generally, although there may be exceptions) that are not already used as match for other FFP funds. Bona fide donations must comply with the requirements found in the Code of Federal Regulations (CFR) Section 433.54 that interprets and implements Section 1902(a)(2) and section 1903(w)(7)(G) of the Social Security Act.

1. "42 CFR Section 433.54 Bona fide donations.

- (a) A bona fide donation means a provider-related donation, as defined in Sec. 433.52, made to the State or unit of local government, that has no direct or indirect relationship, as described in paragraph (b) of this Section, to Medicaid payments made to--
 - (1) The health care provider;
 - (2) Any related entity providing health care items and services; or
 - (3) Other providers furnishing the same class of items or services as the provider or entity.
- (b) Provider-related donations will be determined to have no direct or indirect relationship to Medicaid payments if those donations are not returned to the individual provider, the provider class, or related entity under a hold harmless provision or practice, as described in paragraph (c) of this section.
- (c) A hold harmless practice exists if any of the following applies:
 - (1) The State (or other unit of government) provides for a direct or indirect non-Medicaid payment to those providers or others making, or responsible for, the donation, and the payment amount is positively correlated to the donation. A positive correlation includes any positive relationship between these variables, even if not consistent over time.
 - (2) All or any portion of the Medicaid payment to the donor, provider class, or related entity, varies based only on the amount of the donation, including where Medicaid payment is conditional on receipt of the donation.
 - (3) The State (or other unit of government) receiving the donation provides for any direct or indirect payment, offset, or waiver such that the provision of that payment, offset, or waiver directly or indirectly guarantees to return any

- portion of the donation to the provider (or other parties responsible for the donation).
- (d) CMS will presume provider-related donations to be bona fide if the voluntary payments, including, but not limited to, gifts, contributions, presentations or awards, made by or on behalf of individual health care providers to the State, county, or any other unit of local government does not exceed--
 - (1) \$5,000 per year in the case of an individual provider donation; or
 - (2) \$50,000 per year in the case of a donation from any health care organizational entity.
 - (e) To the extent that a donation presumed to be bona fide contains a hold harmless provision, as described in paragraph (c) of this section, it will not be considered a bona fide donation. When provider-related donations are not bona fide, CMS will deduct this amount from the State's medical assistance expenditures before calculating FFP. This offset will apply to all years the State received such donations and any subsequent fiscal year in which a similar donation is received."

Bona fide donations must be given directly to the County from the donor and the donor and amount donated must be identified in the funding certification submitted quarterly by the Board of County Commissioners.

- B. **Funding Certification:** During the contract year, on a quarterly basis, the Board of County Commissioners, County Administrator, or other official or employee authorized to sign for the County shall certify to KDHE/DHCF on a form provided by KDHE/DHCF (Attachment C - Certification of Non-Federal Match Form) or duplicate thereof, that it has expended or will expend \$56,250 as matching funds required to match the FFP for this contract and that both federal and matching funds have been or will be expended for the purposes specified herein. In the event that the County expends more or less than \$56,250 in any one or more quarters, the County may seek reimbursement of the actual amount expended in that quarter or those quarters. The amount reimbursed in any one contract year shall not exceed \$225,000 unless this contract is changed by amendment hereto. This form should be submitted to KDHE/DHCF for expenditures incurred in each calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).
- C. **Invoice:** The County Budget Officer or other authorized elected official or employee shall submit an invoice each calendar quarter (Attachment D – Sample Invoice or other Invoice in a format preferred by the County) showing funds expended or to be expended for services as specified in this agreement and requesting draw down of federal financial participation (FFP) and reimbursement to the County.
- D. **Hold Harmless:** The County shall indemnify the State against any and all loss of federal funds as a result of a finding by the federal government that the "certified match funds" provided by the County did not meet federal requirements or to loss

of federal funds to any extent arising out of the County's negligence in the performance of services under this contract.

- E. Debarment and Suspension: Before federal funds can be disbursed to the County, federal law requires that the County certify that it, all principals representing the County, and any subcontractors providing services to the County, are not currently under debarment or suspension and have not been under debarment or suspension within the past three years. The County will make this certification by attesting to Attachment E, Compliance With The Enhancement of Contractor Protection from Reprisal For Disclosure of Certain Information and Non-Debarment Certification and Warranty form by signature to this Contract.

III. SERVICE CONTRACTOR RESPONSIBILITIES:

- A. Program Development: Service Contractor shall develop, implement and maintain Program elements to promote best practices in providing prevention/early intervention services to new parents. Program elements shall include:
1. Identify all families of at-risk infants from a targeted geographic area using reliable screening mechanisms.
 2. Provide intensive, long-term, home visitor support.
 3. Facilitate bonding between parent and infant.
 4. Empower parents to seek support services through available community resources.
 5. Promote healthy child development.
 6. Prevent child abuse and neglect among project children from birth to age 5.
 7. Link the child to a pediatric medical facility, other community services, and to developmental resources, as needed.
 8. Initiate services with new parents before birth or at birth.
 9. Identify families who are most in need of services
 10. Offer services voluntarily and use positive, persistent, outreach efforts to build family trust.
 11. Offer services intensively (at least once a week) and over the long term (2-5 years), with well-defined criteria for increasing or decreasing frequency of services.
 12. Ensure services are culturally appropriate and staff acknowledges, understands and respects the family's cultural differences. Staff and materials used shall reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
 13. Ensure services are comprehensive, focusing on supporting the family as a whole (parent(s) and child or children).
 14. Ensure services are provided by staff with caseloads limited and monitored, to assure that home visits provide an adequate amount of time for each family visit to meet their unique and varying needs and to plan for future activities.
 15. At a minimum, all families shall be linked to a medical provider to assure optimal health and development (i.e., the Medicaid Early, Periodic Screening, Diagnosis and Treatment Program (EPSDT), timely immunizations, well-child care, etc.). Dependent upon the family's needs,

they may also be linked to additional services such as financial, food and housing assistance programs; school readiness programs; child care and job training programs; family support centers, substance abuse treatment programs and domestic violence shelters.

- B. Reports: The Service Contractor shall report to KDHE/DHCF quarterly regarding the program success. Reports, using Attachment B – KDHE Quarterly Report, are due with the certification of funds and invoice requesting draw-down and payment of the Medicaid matching funds.

The Certification of Matching Funds and the Program Report must be made on Forms provided as Attachments B – Quarterly Report and C – Certification of Non-Federal Match. The invoice (Attachment D – Sample Invoice) showing amounts expended or to be expended and requesting draw-down and remittance to the County of the quarterly, Federal Match (FFP) may be made using the format used in Attachment D or in any other format preferred by the County and showing amounts expended or to be expended and requesting draw-down and remittance to the County of the FFP.

- C. Services to be Provided: The Service Contractor acknowledges that KDHE/DHCF may adjust Attachment B at any point within the contracting period to include the addition of new information. The Service Contractor shall make potential adjustments within 60 days at the Service Contractor's expense.

1. Service providers should receive intensive training specific to their role in order to understand the essential components of family assessment and visitation. This training must include, but is not limited to, the areas of:
 - (a) identifying at-risk families
 - (b) offering services and making referrals
 - (c) assisting with the application for Medicaid or CHIP services
 - (d) promoting use of preventive health care
 - (e) securing medical homes
 - (f) emphasizing the importance of immunizations and the EPSDT Program
 - (g) utilizing creative outreach efforts
 - (h) establishing and maintaining trust with families
 - (i) building upon family strengths
 - (j) developing an individual family support plan
 - (k) observing parent-child interactions
 - (l) determining the safety of the home
 - (m) managing crisis situations
2. Service providers should receive ongoing, effective supervision on a weekly basis so they are able to:
 - (a) develop realistic and effective plans to empower families to meet their objectives;
 - (b) understand why a family may not be making progress and how to work with that family more effectively;
 - (c) develop accurate assessment skills.
3. Home visitors should have a framework of education/experience which prepares them for handling the variety of situations they may encounter

when working with at-risk families. All service providers should participate in basic training opportunities in order to effectively perform their job in the areas of cultural competency, substance abuse, reporting child abuse, domestic violence, drug exposed infants, and services in their community.

Failure of the Service Contractor to provide qualified staffing at the level required may result in termination of this contract.

IV. CONTRACT TERMS AND CONDITIONS:

- A. **Term:** The term of this contract shall begin July 1, 2018 through June 30, 2019 with three (3) additional one (1) year renewals, at the option of the parties hereto, and in written agreement of the parties.
- B. **Compensation:** Total annual funding under this agreement shall not exceed \$450,000 said amount comprising the County's certified matching funds of \$225,000 and the FFP amount of \$225,000. In the event increased funding becomes available to the County, and the County wishes to expand the scope of services, the County shall notify KDHE/DHCF in order that an amendment to the contract be prepared, if applicable.

County shall submit the quarterly certification and request the quarterly "draw down" of funds on or about July 1, October 1, January 1, and April 1 of the agreement year. The Service Contractor's report must accompany the certification and request for quarterly "draw down" of funds.

Quarterly payments shall be processed within two weeks of receiving the County's invoice or "draw down" request; Quarterly Report; and, Certification of Non-Federal Match. In no event shall the payment exceed forty-five days from date of request.

- C. **Suspension/Termination:** Any of the parties hereto may terminate this agreement for any reason by giving written notice of the termination to the remaining parties at least 30 days prior to the date of termination stated in the written notice.

Further, it is understood and agreed that all obligations of KDHE/DHCF, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall KDHE/DHCF be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, KDHE/DHCF shall notify the County and Service Contractor of such reduction of funds available and shall be entitled to reduce the KDHE/DHCF's commitment hereunder or to terminate the contract as it deems necessary.

- D. **Termination for Unavailability of Funds:** It is understood and agreed by the County and the Service Contractor that all obligations of the State of Kansas, including continuance of payments hereunder, are contingent upon the availability and

continued appropriation of state and federal funds, and in no event shall the State of Kansas be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the State of Kansas shall notify County and the Service Contractor of such reduction of funds available and shall be entitled to reduce the State's commitment hereunder or to terminate the contract as it deems necessary.

- E. **Retention of and Access to Records:** All records prepared pursuant to this agreement shall be retained and safeguarded for a six-year period following termination of this agreement, and said records shall be made available to any other party to this agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees.

Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this agreement.

In the event that the terms of this agreement give rise to litigation, the parties shall retain all documents arising out of the litigation, for two years following termination of the litigation and any appeal thereof.

- F. **Independent Contractor Status:** At all times pertinent to this agreement the County and Service Contractor shall perform as and hold the status of independent Contractors and at no time be deemed employees of the State. County and Service Contractor shall have sole discretion in directing the conduct, activities, and duties performed by their respective employees pursuant to this agreement.

County and Service Contractor shall take appropriate measures to ensure that their personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. KDHE/DHCF will not withhold any form of taxes, insurances, assessments, or plan payments required of an employer-employee status or that which may be requested by the County or Service Contractor, and County and Service Contractor shall be solely responsible for said taxes, insurances, assessments, and plan payments.

- G. **Confidentiality:**

The Service Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Service Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Service Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Service Contractor must agree to return any or all data furnished by the State promptly at the request of

State in whatever form it is maintained by Service Contractor. On the termination of expiration of this contract, Service Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

KDHE/DHCF shall not disclose Private Health Information to the County or Service Contractor.

- H. Attachments: The provisions found in Attachments A, Contractual Provisions Attachment (DA-146a), B (KDHE Quarterly Report), C (Certification of Non-Federal Match Form), D (Sample Invoice), E (Compliance With The Enhancement of Contractor Protection from Reprisal For Disclosure of Certain Information and Non-Debarment Certification and Warranty form), F (Business Associate Agreement) and G (Policy Regarding Sexual Harassment) which are attached hereto, are hereby incorporated in this contract and made a part thereof.
- I. Modifications: Modification or amendment to this agreement shall be in writing and executed with the same formality as the original.
- J. Assignment: Neither the County nor the Service Contractor may assign or delegate its duties or obligations under this agreement without prior written consent of the KDHE/DHCF.

IN WITNESS HEREOF, the parties hereby execute this agreement on the day and year identified by the signatures below.

DOUGLAS COUNTY

Nancy Thellman, Chair
Douglas County Board of County Commissioners

Date

**LAWRENCE - DOUGLAS COUNTY
HEALTH DEPARTMENT**



Sandy Praeger, Chair
Lawrence - Douglas County Health Board



Date

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Jeff Andersen
Secretary

Date

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

**ATTACHMENT A
CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund

to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment B				
Outreach, Prevention and Early Intervention Services				
Kansas Department of Health and Environment				
QUARTERLY REPORT				
Fiscal Year _____				
_____ COUNTY HEALTH DEPARTMENT				
NEW PARTICIPANTS IN REPORTING QUARTER	Q1	Q2	Q3	Q4
Total new participants				
Total prenatal referrals				
Total referrals at birth				
Total referrals at discharge				
Total of pregnant teens				
Total of post delivery teens				
Total home visits				
Total enrolled in Medicaid at first contact				
Total of applicants to Medicaid				
Total participating in family planning, if applicable				
Total with private health insurance				
TEEN PREGNANCY PARTICIPANTS IN REPORTING QUARTER	Q1	Q2	Q3	Q4
Total pregnant teens in program				
Total teen mothers in program				
Total teen mothers with more than one child				
Total of pregnant teens receiving prenatal care				
Total enrolled in Medicaid at first contact				
Total of applicants to Medicaid				
Total participating in family planning, if applicable				
Total with private health insurance				
OVERALL PROGRAM PARTICIPATION	Q1	Q2	Q3	Q4
Total enrolled in program				
Total enrolled in Medicaid				
Total participating in EPSDT				
Total number of home visits				
Total participants actively utilizing program services				
Total number unresponsive to outreach efforts				
Total number completing program through age 2				
Total number completing program through age 3				
Total number completing program through age 5				
Total number dropping out of program or inactive for three or more months				
Total with private health insurance	11			
Total with drug/alcohol abuse history				
Total with daily tobacco use				

Attachment B
Outreach, Prevention and Early Intervention Services
Kansas Department of Health and Environment
QUARTERLY REPORT
Fiscal Year _____
_____ COUNTY HEALTH DEPARTMENT

PROGRAM SUMMARY/COMMENTS:

Attachment C
Certification of Non-Federal Match Form
(To be used to certify Medicaid Matching Funds)

INSTRUCTIONS: Complete items 1 through 4 below, sign and date, and return the form to the address at the top of the second page. Please refer to your Invoice - Total Program Expenditures for this Quarter section when completing this form. Please round dollar amounts to the nearest dollar.

COUNTY: _____

Federal Employer Identification Number: _____

QUARTER: (MO/YY – MO/YY) _____

1. TOTAL FUNDS ALLOWABLE*: _____

*Note-This amount should come from the Quarterly Invoice and MUST equal the Total Expenses submitted for the Quarter

2. TOTAL MEDICAID EXPENDITURES: _____

(Amount Expended - FEDERAL SHARE ONLY)

3. NON FEDERAL MATCH REQUIRED = (#1 – #2) _____

(Certified Funds that the County must identify in #4 below)

4. NON FEDERAL MATCH FUNDS provided by County. Designate the source and amount of funds in your County budget that you are using to match the federal funds received from Medicaid. The total amount of the certified funds that you identify *must* equal the amount shown in item #3 above.

SOURCE AMOUNT

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

I, on behalf of the Board of County Commissioners, certify that, to the best of my knowledge, the Non-Federal Match identified in #3 above, for the Quarter ending _____ represents funds expended or to be expended for Outreach, Prevention and Early Intervention Services. The amount expended or to be expended is from the sources identified and is eligible for federal match and does not duplicate any Federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation. The funds sought from federal financial participation and the certified funds expended or to be expended as the non-federal match requirement have been or will be expended for Medicaid activities related to the delivery or coordination of outreach, screening, diagnosis, treatment, intervention or other program services, and I certify that to the best of my knowledge the Lawrence - Douglas County Health Department has records on file documenting that there were allowable paid claims for these services that were actually delivered to program beneficiaries during the quarter.

CERTIFICATION OF FUNDS BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OR OTHER AUTHORIZED ELECTED OFFICIAL OR EMPLOYEE OF THE COUNTY:

Signature _____
 Chairperson of the Board of County Commissioners

Name (Printed): _____

Date: _____

Or other authorized elected official or employee of the County whose title is:

RETURN THIS COMPLETED FORM TO:
Kansas Department of Health and Environment
Division of Health Care Finance
Attention: Contracts Unit
900 SW Jackson St., Room 900-N
Topeka, KS 66612

The County hereby requests that the Kansas Department of Health and Environment, Division of Health Care Finance (KDHE/DHCF) draw down and distribute to the County, on behalf of the Shawnee County Health Department the amount identified in paragraph 2., on the preceding page, for Program related services that are eligible for reimbursement by the federal share only of the Medicaid allowed amount. The County is responsible for "matching" the federal payment with certifiable funds already in their budgets. This involves identifying the certifiable funds in the County budget being designated to match the federal Medicaid payment received by the County. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from non-federal sources (generally, although there may be exceptions) that are not already used for other federal financial participation (FFP) funds.

The County must certify the availability of the matching non-federal share of service expenditures, using this form. This form should be submitted to KDHE/DHCF for expenditures incurred in a calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, or Oct-Dec).

Procedure for Completing the Certification Form

1. **Total Medicaid Allowable** - All costs that Medicaid will allow as certifiable Medicaid expenditures. This amount is shown in the quarterly invoice as "Total Expense" and should be equal to the total in that column. Please round all amounts to the nearest dollar.
2. **Total Medicaid Expenses** - The amount of expenses reimbursable by federal funds received or to be received in support of the Medicaid program. This amount is shown in the invoice as "Medicaid Expenses" and should be equal to the total in that column. Please round all amounts to the nearest dollar.
3. **Non-Federal Match Required** - These are the matching funds that the County must identify. The amount is shown in the invoice as "County Expenses" and should be equal to the total in that column.
4. **Non-Federal Match Funds** - Designate the source and the amount of funds in your County budget that you are using to match the federal funds received by Medicaid. This amount should be equal to the amount in #3.
5. **The Chairman of the County's Board of County Commissioners or other authorized elected official or employee of the County** must sign and date this form, certifying the accuracy and completeness of the amounts listed.
6. **The County's Budget Officer or other authorized officer or employee of the County** must sign and date the Quarterly Invoice.

Attachment D
SAMPLE INVOICE

for the

County Contract KDHE2019-_____

Quarter _____ State Fiscal Year: _____

PERSONNEL			Quarterly			Year-to-Date		
<u>Name</u>	<u>Title</u>	<u>% FTE</u>	<u>Medicaid Expense (1)</u>	<u>County Expense</u>	<u>Total Expense</u>	<u>Medicaid Expense (1)</u>	<u>County Expense</u>	<u>Total Expense</u>
TRAVEL	In-state only							
SUPPLIES	Project Supplies							
OTHER	Telephone							
	Communications							
	Photocopying							
	Postage							
TOTAL COST								

I, (Name) _____, do hereby certify that the amounts shown as Medicaid and county expenses for the _____ quarter, State Fiscal Year _____ were or will be incurred and expended by _____ County for the purposes required by the contract number indicated above.

I further certify that the amounts shown as county expenses were or will be paid for using certified matching funds provided by _____ County and hereby request that Kansas Department of Health and Environment draw down the federal funds required to reimburse _____ County for Medicaid funding participation in this program.

Signature of the County Budget Officer

Date _____

For the County of: _____

Bill To: Kansas Department of Health and Environment
Division of Health Care Finance
Attn: Contract Manager
900 SW Jackson St., Room 900-N
Topeka, KS 66612

Attachment E

COMPLIANCE WITH THE "ENHANCEMENT OF CONTRACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION" and NON-DEBARMENT CERTIFICATION AND WARRANTY

Congress has enacted a law, found at 41 U.S.C. 4712, which encourages employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"].

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to whistleblower rights and remedies;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

For all grants, contracts, sub-grants, and subcontracts funded directly or indirectly and in part or totally by federal funds, the Contractor shall inform all of its employees in writing of employee whistleblower rights and protections stated by 41 U.S.C. 4712.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas

Attachment F**BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Kansas Department of Health and Environment (hereinafter referred to as "KDHE") and the Lawrence - Douglas County Health Department (hereinafter referred to as "Business Associate").

Notwithstanding Section V of this Business Associate Agreement (hereinafter referred to as "BAA"), the term of this BAA shall run concurrently with the Underlying Contract between the parties and shall have the same effective date and termination date as the Underlying Agreement.

RECITALS

The Parties to this BAA have a relationship whereby KDHE may provide Business Associate access to Protected Health Information (hereinafter referred to as "PHI"), which may include electronic Protected Health Information, that Business Associate will use to fulfill its contractual obligations to KDHE.

KDHE and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), specifically the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the statutes implementing regulations to maintain the privacy and security of PHI, and the parties intend this BAA to satisfy those obligations including, without limitation, the requirements of 45 CFR 164.504(e).

KDHE is a Hybrid Entity under HIPAA, specifically the Division of Health Care Finance within KDHE containing the Covered Entity functions. Therefore Business Associate is not permitted to use or disclose health information in ways that KDHE could not. This protection continues as long as the data is in the hands of Business Associate. Business Associate acknowledges that for the purposes of this BAA, Business Associate is a "business associate" as that term is defined in 45 CFR § 160.103, and therefore the requirements of HIPAA apply to Business Associate in the same manner that they apply to KDHE pursuant to 42 USC § 17931(a).

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration the parties agree as follows:

I. DEFINITIONS

- a) "Administrative Safeguards" shall mean the administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of Business Associate's workforce in relation to the protection of that PHI.
- b) "Business Associate" shall have the same meaning as the term "Business Associate" as defined in 45 CFR 160.103.
- c) "Data Aggregation Services" shall mean, with respect to PHI created or received by Business Associate in its capacity as a Business Associate of KDHE, the combining of such PHI by the Business Associate with the PHI received by the

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities, as defined in 45 CFR § 164.501 and as such term may be amended from time to time in this cited regulation.

- d) "Designated Record Set" shall mean a group of records maintained by or for KDHE that consists of the following: (a) medical records and billing records about Individuals maintained by or for a health care provider; (b) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) records used in whole or in part, by or for KDHE to make decisions about Individuals. For these purposes, the term "record" means any item, collection, or group of information that includes PHI and is maintained, collected, used, or disseminated by or for KDHE.
- e) "Disclosure" shall mean the release, transfer, provision of, access to, or divulging in any other manner of PHI outside the entity holding the information.
- f) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the HITECH (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.
- g) "HITECH Act" shall mean the Health Information Technology for Economic Clinical Health Act, Title VIII of Division A and Title VI of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub.L.111-5).
- h) "Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- i) "Physical Safeguards" shall mean the physical measures, policies and procedures to protect KDHE's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- j) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.
- k) "Protected Health Information" shall have the same meaning as the term "protected health information", as defined in 45 CFR 160.103 and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of KDHE.
- l) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- m) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.
- n) "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

- o) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164.
- p) "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect PHI and control access to it.
- q) "Underlying Contract" means Contract KDHE2018-046 for services between KDHE and or the Kansas State Employees Health Care Commission and Business Associate commencing on August 1, 2017.
- r) "Unsecure Protected Health Information (PHI)" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- s) "Use" shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within any entity that maintains such information.
- t) Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule, or HITECH or any future regulations promulgated or guidance issued by the Secretary.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Use and Disclosure. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
- b) Safeguards to be in Place. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BAA. Additionally, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of KDHE as required by the Security Rule.
- c) HIPAA Training. Business Associate agrees to ensure all members of its workforce, including subcontractor workforce members, that will or potentially will provide services pursuant to the Underlying Agreement will be appropriately trained on the requirements of HIPAA.
- d) Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Privacy Rule and to communicate in writing, such procedures to KDHE.
- e) Business Associate's Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of KDHE agrees, in writing in the form of a Business Associate Agreement, to the same restrictions and conditions that apply through this BAA to Business Associate with respect to

such information, including implementation of reasonable and appropriate safeguards to protect PHI. Business Associate agrees that it is directly liable for any actions of its subcontractors that results in a violation of this Agreement. Business Associate also agrees to make available to KDHE any contracts or agreements Business Associate has with any subcontractors Business Associate provides PHI under this BAA.

- f) Duty to Provide Access. To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of KDHE, to the PHI in the Designated Record Set to KDHE or, as directed by KDHE, to the Individual, in order to meet the requirements under 45 CFR 164.524. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including, but not limited to, resolution of all appeals and/or complaints arising therefrom.
- g) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that KDHE directs or agrees to pursuant to 45 CFR 164.526 at the request of KDHE or an Individual, and within a reasonable time and manner.
- h) Duty to Make Internal Practices Available. Business Associate agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of KDHE, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining KDHE's compliance with the Privacy Rule.
- i) Documenting Disclosures/Accounting. Business Associate agrees to document any disclosures of PHI and information in its possession related to such disclosures as would be required for KDHE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to KDHE information collected in accordance with Section II(h) of this BAA, to permit KDHE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j) Reporting Disclosures to KDHE. In addition to the duty to mitigate under Section II(c), Business Associate agrees to report to KDHE any unauthorized use or disclosure of unsecured PHI not provided for by this BAA or the Privacy Rule of which it or its officers, employees, agents or subcontractors discover, including any breach of unsecured PHI of which it becomes aware, as soon as practicable but no longer than five (5) business days after the discovery of such disclosure. Notice to KDHE shall consist of notifying the KDHE Privacy Officer by phone or email of the occurrence of an unauthorized use, disclosure or security incident.
- k) Notification of Breach. Business Associate shall notify Covered Entity within five (5) business days after it, or any of its employees, subcontractors, or agents, discovers that a breach of unsecured PHI as defined by 45 CFR 164.402 may have occurred, irrespective of any occurrence or non-occurrence of harm. Notice to KDHE shall consist of notifying the KDHE Privacy Officer by phone or email of the occurrence of a Breach or suspected occurrence of a Breach. Business Associate shall exercise reasonable diligence to become aware of whether a breach of

unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 CFR 164.410 in making the required notification to Covered Entity. Business Associate shall cooperate with Covered Entity in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 CFR 164.400 *et seq.*, including continuously providing the Covered Entity with additional information related to the suspected breach as it becomes available. In the event that Covered Entity informs Business Associate that (i) Covered Entity has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in the best position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 CFR 164.404(b), (2) in a form and containing such information reasonably requested by Covered Entity, (3) containing the content specified in 45 CFR 164.404(c), and (4) using the method(s) prescribed by 45 CFR 164.404(d). In addition, in the event that Covered Entity indicates to Business Associate that Covered Entity will make the required notification, Business Associate shall promptly take all other actions reasonably requested by Covered Entity related to the obligation to provide a notification of a breach of unsecured PHI under 45 CFR 164.400 *et seq.* Business Associate shall indemnify and hold Covered Entity harmless from all liability, costs, expenses, claims or other damages that Covered Entity, its related corporations, or any of its or their directors, officers, agents, or employees, may sustain as a result of a Business Associate's breach, or Business Associate's subcontractor or agent's breach, of its obligations under this Agreement.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the purposes set forth in III(b), if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity.
- b) Specific Use and Disclosure Provisions.
 - 1. Business Associate may use and disclose PHI to perform services for Covered Entity, including specific services, as set out in the Underlying Agreement, and any additional services necessary to carry out those specific services in the Underlying Agreement.
 - 2. Business Associate may use PHI in its possession for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required By Law.

Business Associate may only de-identify PHI in its possession obtained from Covered Entity with Covered Entity's prior written consent, in accordance with all de-identification requirements of the Privacy Rule.

3. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1). Covered Entity shall be furnished with a copy of all correspondence sent by Business Associate to a federal or state authority.
4. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity.
5. Any use or disclosure of PHI by Business Associate shall be in accordance with the minimum necessary policies and procedures of Covered Entity and the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement and the Underlying Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b) Covered Entity shall notify Business Associate in a timely manner of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such change may affect Business Associate's permitted or required use or disclosure of PHI.
- c) Covered Entity shall notify Business Associate in a timely manner of any restriction to the use and/or disclosure of PHI, which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

V. TERMINATION

- a) Term. The term of this Agreement shall run concurrently with the Underlying Contract with Covered Entity and shall terminate upon termination of the Underlying Contract and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions of Section (V)(c)(2).
- b) Termination for Cause. Upon either party's knowledge of a material breach by the other party, such party shall either:
 1. Provide an opportunity for the breaching party to cure the breach, end the violation, or terminate this Agreement if the breaching party does not cure the breach or end the violation within five (5) business days;

2. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

c) Effect of Termination.

1. Except as provided in paragraph V(c)(2) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification in writing of the conditions that make return or destruction infeasible. Upon verification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

- e) Judicial or Administrative Proceedings. Notwithstanding any other provision herein, Covered Entity may terminate the applicable Underlying Agreement, effective immediately, upon a finding or stipulation that Business Associate violated any applicable standard or requirement of the Privacy Rule or the Security Rule or any other applicable laws related to the security or privacy of PHI, relating to the Underlying Agreement, in any criminal, administrative or civil proceeding in which the Business Associate is a named party.

VI. MISCELLANEOUS

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended and for which compliance is required.
- b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties, except as set forth in Section VI(l) below.

- c) Indemnification. Subject to the terms of the underlying contract, Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Covered Entity incurs arising from a violation by Business Associate, or a subcontractor or agent of Business Associate, of its obligations hereunder.
- d) Survival. The respective obligations of Business Associate under this Agreement shall survive the termination of this Agreement.
- e) Interpretation. Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the ARRA.
- f) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and its respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g) Notices. Any notices to be given to either party under this Agreement shall be made in writing and delivered via e-mail at the address given below:

Business Associate: Dan Partridge, dpartridge@ldchealth.org

Covered Entity: Brian Vazquez, Brian.Vazquez@ks.gov

- h) Headings. The section headings are for convenience only and shall not be construed to define, modify, expand, or limit the terms and provisions of this Agreement.
- i) Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Kansas, without giving effect to its conflict of law provisions.
- j) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- k) Effect on Underlying Agreement. If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.
- l) Modification. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by Covered Entity.

In the event that a federal or state law, statute, regulation, regulatory interpretation or court/agency determination materially affects this Agreement, as is solely

determined by Covered Entity, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the Covered Entity, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.

VII. OBLIGATIONS OF BUSINESS ASSOCIATE PURSUANT TO HITECH

- a) Access to PHI in an Electronic Format. If Business Associate uses or maintains PHI in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request. If an Individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform the Covered Entity in writing of such request.
- b) Prohibition on Marketing Activities. Business Associate shall not engage in any marketing activities or communications with any individual unless such marketing activities or communications are allowed by the terms of the Underlying Agreement and are made in accordance with HITECH or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities should be in accordance with HITECH or any future regulations promulgated thereunder.
- c) Application of the Security Rule to Business Associate. Business Associate shall abide by the provisions of the Security Rule and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall:
 - (i) Adopt written policies and procedures to implement the same administrative, physical, and technical safeguards required of the Covered Entity; and
 - (ii) Abide by the most current guidance on the most effective and appropriate technical safeguards as issued by the Secretary.

If Business Associate violates the Security Rule, it acknowledges that it is directly subject to civil and criminal penalties.

VIII. ADDITIONAL OBLIGATIONS OF BUSINESS ASSOCIATE

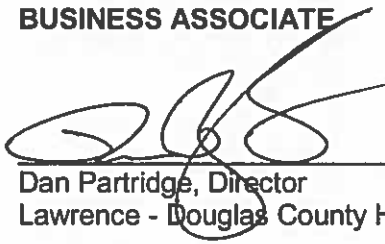
Business Associate shall not receive any remuneration, directly or indirectly, in exchange for any PHI, unless so allowed by the terms of the Underlying Agreement and in accordance with HITECH and any future regulations promulgated thereunder.

IX. ENFORCEMENT

Business Associate acknowledges that, in the event it, or its subcontractor or agent, violates any applicable provision of the Security Rule or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from such violation.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date reflected below.

BUSINESS ASSOCIATE



Dan Partridge, Director
Lawrence - Douglas County Health Department

5/22/2018
Date

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Jeff Andersen
Secretary

Date

Attachment G
Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

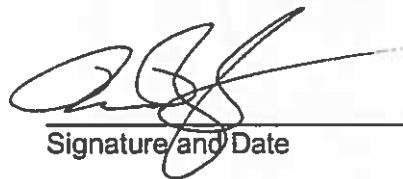
NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.



Signature and Date



Printed Name



MEMO

Date: May 3, 2018
TO: Douglas County Commission
FROM: DC Heritage Conservation Council
RE: **Funding Recommendations for the 2018 Natural & Cultural Heritage Grant Program**

The Heritage Conservation Council of Douglas County promotes the conservation of our cultural and natural heritage to honor our past, enrich our present, and inspire our future. The Heritage Conservation Council is recommending that six projects be funded in the 2018 round of grant awards. Collectively, these 6 grants exemplify the mission of the Douglas County Heritage Council to conserve *both* our natural and cultural resources. Combined with the heritage grant projects funded in 2011-2017, Douglas County is harnessing a rare opportunity to weave together exceptional experiences that tell the story of our collective past.

The Commission created the Heritage Conservation Council to provide guidance for heritage conservation efforts in Douglas County, including the Natural and Cultural Heritage Grant Program. A report submitted by the Council in January 2014 indicated that local groups who received county support from previous grant cycles raised nearly twice that much again from other funding sources by using the local funds as leverage to secure additional funding. Not only do local groups bring in additional dollars for their projects, the Council continues a partnership with Freedom's Frontier National Heritage Area to pass-through grants for federal matching dollars and federally funded Historic Preservation Fund grants to cover costs of the historic building intensive surveys, required CLG (Certified Local Government) training opportunities, and preservation education opportunities for the general public.

Grant applications were made available on the DC website beginning the first week in January 2018. A grant workshop was held at the Lawrence Public Library on January 16, 2018. Applicants were required to meet with the program coordinator on or before February 21, 2018. Upon receipt of the completed applications in mid-March, Council members read, reviewed, and systematically evaluated the applications. On March 22th and March 29th all applicants made presentations about their projects in person to the Council. On April 5th the Council met to make award recommendations. As directed by the resolution that created the Council, all decisions were made using the consensus decision making model through facilitated discussions. All meetings were open to the public.

Of the \$300,000 approved for the heritage conservation budget in 2018, the Council is recommending that \$197,295.00 be designated for six project grants under the heritage grant program guidelines for 2018. The HCC believes that its 2018 recommendations will further the conservation of our heritage in Douglas County.

Appendix A provides a listing of the funding recommended by the Council and includes a listing of applicants, the project name, the grant amount requested, and recommended awards.

2018 Funding Recommendations:

- **Major Grant Category – No major grant applications were received for 2018.**
- **Target Grants Recommended for Funding:**

1. Applicant: Baker University

Project Title: *Palmyra Post Office Restoration*

Requested amount: \$64,710.00

Recommended Award amount: \$64,710.00

Project Description:

This urgent project will restore the Palmyra Post Office (listed on the Register of Historic Kansas Places) to a condition that permits accessibility to the public and will save the building. Grant funds will help provide a new foundation, roof, shingles, and windows. As one of only a few remaining Santa Fe Trail-era buildings in this area, the Post Office has historic and cultural value. Preserving it would benefit Douglas County by saving a building that is part of the county's settlement history. The histories of the Santa Fe Trail and of Territorial Kansas are intertwined. This building is one of only a few, if any, actual physical pieces remaining from those histories. It was located in a town that was a stop on the Santa Fe Trail, and in a Territorial Kansas town that was home to many abolitionist settlers. The building connects these stories of Kansas' past with the present. The building is located near the Old Castle Museum in Baldwin City on the Baker University campus.

2. Applicant: Clinton Lake Historical Society

Project Title: *The Digitization of the Wakarusa River Valley Heritage Museum 1970s Oral History and Slide Collection*

Amount Requested: \$5,000.00

Recommended Award amount: \$5,000.00

Project Description:

The Wakarusa River Valley Heritage Museum was established to preserve and maintain the histories of the ten communities affected by the construction of Clinton Lake in the 1970s. The

Museum's founder and former Director, Martha Parker, conducted taped interviews of people in those communities. She also saved radio broadcasts and recorded county commission meetings whenever the Clinton Lake project was discussed. There are approximately 75 cassette tapes containing oral histories, public meetings and broadcasts. There are an additional 30 cassette tapes with oral re-enactments of historical events in those ten communities: Bloomington, Clinton, Kanwaka, Lone Star, New Belvoir, Old Belvoir, Richland, Sigel, Stull, and Twin Mound. There are slide negatives to go along with many of the cassettes that provide corroborating documentation as to the information and people contained in the cassettes. There is an urgent need to get this information digitized as the tapes are now becoming fragile.

First, Mrs. Parker is a reliable historian, at this time, and can recount information and circumstances contained in these tapes. However, she is almost 90 years old.

Second, the tapes were made in the 1970s and are at an age to be at risk of deteriorating. There is concern that all of that important history will be lost if it is not transferred to a digital medium as soon as possible. This is why we are looking to hire a company to handle the digitization, since they would have the skills to handle time consuming and detailed task.

3. Applicant: Douglas County Historical Society

Project Title: *Exhibit – Douglas County's Agricultural Heritage*

Amount Requested: \$17,950.00

Recommended Award amount: \$17,950.00

Project Description: Douglas County Town and Country," the second section of the Watkins Museum's third floor core exhibit scheduled for installation, will examine the lifeways of the people of Douglas County from the 1880s through the 1950s. Drawing extensively on the Douglas County Historical Society's collection of tools, agricultural equipment, and consumer goods, and utilizing historic photos from across Douglas County, the exhibit will give visitors a look at what life was like for past generations and invite comparisons between how we live now, and what our community is like, with how things were "back then." The exhibit comprises three sections: the first introduces Lawrence and Douglas County in the last decades of the 19th century and the growth of the community following the Civil War; the second explores life in Lawrence, long-time downtown businesses, and how lifestyles changed through economic expansion and technological innovation; the third section examines the role of agriculture in the growth of Douglas County, long-standing family farms, and the importance of agricultural associations and fairs. Two major interactive elements will explore growth and change along Massachusetts Street and give visitors an opportunity to experience the lives of Douglas County residents through the things they used every day.

4. **Applicant: Eudora Area Historical Society**

Project Title: *Improvements to the Eudora Community Museum*

Amount Requested: \$26,999.35

Recommended Award amount: \$27,000.00

Project Description: The Eudora Community Museum has three (3) projects that require immediate attention and action. **(Project #1):** The largest project that we need to complete soon is to construct a new concrete deck, ramp, and sidewalks at the rear of our property. Currently, the ADA-door on our second story that serves as an outside exit is three feet above the ground. The door has no deck and flimsy temporary stairs. A deck, ramp, and sidewalks would improve the accessibility of the second story. **(Project #2):** The exterior of rear addition needs to be painted soon, the siding is starting to separate. Caulking and painting would stop the separation and improve the aesthetics. The front of the building requires painting as well; it has been ten years since it was last painted. The paint on the front is starting to peel and fade. **(Project #3):** Finally, the cement floor on the first story interior requires a better surface. Currently, the first floor has stained cement. We add sealant to the floor often to improve the look. But the sealant wears fast. And every time we seal the floor we have to move artifacts. We would like to install a vinyl floor (that resembles wood) in order to limit the movement of the fragile artifacts, to improve the aesthetics, and restore the look of the first story to its original look (the first story originally had a wood floor).

5. **Applicant: Friends of the Kaw**

Project Title: *Protecting the Watershed of Douglas County through History, Education, and Action*

Amount Requested: \$77,634.50

Recommended Award amount: \$77,635

Project Description: Our project is called “Protecting the Watershed of Douglas County through History, Education and Action”. In order to understand where we are headed, we must first learn about how to restore the beauty and functionality of the watershed. Despite many successes in restoring the Kaw, the most neglected piece of the Kansas River’s ecosystem is the connection between the riparian buffer and the water quality of the river. The riparian buffer is the last line of defense to filter out pollutants. For this project, we plan to do an invasive tree removal and native planting, using history as a guide and educating for the future. The second piece of our connection of residents to the watershed involves hosting community educational paddle trips for residents. These events will include cleaning up trash on the sandbars along the way as well as providing a sandbar lecture about the history of the river in Douglas County. The third piece of our watershed connection is bringing our Kids About Water (KAW) Classes to the county. The KAW Project is a five-lesson water quality issues and actions curriculum that targets students in grades 6-12. Each lesson is aligned with the Kansas Next Generation Science Standards.

6. Applicant: KU School of Architecture

Project Title: Prairie Block: Building Cultural and Natural Bridges Along Burroughs Creek

Amount Requested: **\$34,950**

Recommended Award amount: This proposal not recommended for funding

Project Description:

Prairie Block is a proposed land art installation and pedestrian bridge with restored prairie stream landscape strategically located near the Hike Through History and other cultural amenities along the Burroughs Creek Trail (Lawrence Loop) and next to the Community Orchard. The mission of Prairie Block is to excite visitors about the ability of trails to provide ecosystem services which protect the watershed and wildlife, and to tell stories about our shared cultural and natural heritage by means of architectural and landscape design. Prairie Block will bring people and place together via a native limestone pedestrian bridge to the trail, and will spotlight our local food system using site design to connect with the Orchard and its outdoor classroom. Educational programming will tie into the *Hike Through History* and illuminate how First Nations' and settlers' built environments reflect differences and commonalities between the two cultures. Families will learn about ecosystems, bioremediation and green infrastructure, and the symbiotic partnership between prairies and fruit tree pollinators during hands-on eco-workshops and nature walks. It is envisioned that Prairie Block will serve as a compelling destination on the Burroughs Creek Trail: a bellwether for the future countywide network of preserved cultural and natural heritage sites.

7. Applicant: Lawrence CFA/Sunrise Project

Project Title: ***Untold Stories: Douglas County Social Movements from 1968-2018***

Amount Requested: \$5,000.00

Recommended Award amount: \$5,000.00

Project Description:

Working with the Sunrise Project (Lawrence Community Food Alliance) as a fiscal sponsor, the People's Intercultural Project will research and produce the exhibition, ***Untold Stories: Douglas County Social Movements from 1968-2018***. This will include material never exhibited before from the collections of the Kansas Key Press, C.J. Brune Radical Library and Solidarity Revolutionary Center among others. The exhibition will take place in February of 2019 at the Murphy-Bromelsick House in Hobbs Park, a significant Lawrence progressive landmark of its own. Special events associated with the exhibition include lectures by one of the original February Sisters and another by an original member of the Solidarity Center, and a hands-on protest poster-making workshop. The exhibition and all related events will be free and open to the public.

8. Applicant: Lead Horse/Mini Mocs

Project Title: ***Young Professional Powwow + Tradeshow and Convention***

Amount Requested: \$5,000

Recommended Award Amount: This project was not recommended for funding

Project Description

The submitted application did not include a Project Summary as requested in the application form.

Appendix A

2018 HCC Grant Applicants	Request	Recommended
2018-01 Baker University – Restoration of the historic Palmyra Post Office – the last remaining wooden building in Kansas associated with the historic Santa Fe Trail.	\$64,710.00	\$64,710.00
2018-02 Clinton Lake Historical Society – Digitization of Fragile Oral History Tapes taken in the 1970s and digitization of slides.	\$5,000.00	\$5,000.00
2018-03 Douglas County Historical Society - Agricultural History Exhibit at the Watkins Museum (Third Floor Permanent Exhibit)	\$17,949.00	\$17,950.00
2018-04 Eudora Area Historical Society – Improvements at the Eudora Area Community Museum (Includes rear entry deck, handicapped ramp, sidewalk, exterior paint, and interior flooring.)	\$26,699.00	\$27,000.00
2018-05 Friends of the Kaw – Protecting the Watershed of Douglas County through History, Education, and Action	\$77,634.50	\$77,635.00
2018-06 KU School of Architecture	\$34,950.00	\$00.00
2018-07 LCFA Sunrise Project	\$5,000.00	\$5,000.00
2018-08 Lead Horse/Mini Mocs	\$5,000.00	\$00.00
Totals	\$237,242.50	\$197,295.00

From: sgernz1986
To: [County Commissioner - Thellman, Nancy](#); [County Commissioner - Gaughan, Mike](#); [AD - Crabtree, Robin](#); [County Commissioner - Derusseau, Michelle](#)
Subject: public comments about mental health/jail
Date: Wednesday, May 30, 2018 10:08:35 PM

The Lawrence Journal World incorrectly reported that "commissioners said they would hold a meeting at 6 p.m. on May 30 at the Douglas County Courthouse, at which the public would be invited to share opinions on how the county should proceed."

<http://www2.ljworld.com/news/2018/may/15/proposition-1-ballots-counted/> Obviously I discovered at 6PM today that there was no meeting being held at that time in that location. I only just now discovered that there was indeed a meeting held tonight, but it was at 7PM at a different location and for that reason I was not able to attend in person.

These are the comments I wished to share with you:

- I would like the opportunity for vote for these two issues separately. Each Issue should stand on its own merits.
- The sales tax allotted to each individual issue should have an end-date (either in years or until a certain quantity of revenue is raised)
- The marketing materials, paid for by tax-payers and send to taxpayers, should contain Factual information directly related to the propositions
- The mail-in ballot format was an excellent way to reach voters and should be repeated if possible.

These are the large issues I had with the way Proposition 1 was conducted:

- The wording of the marketing materials that implied there was some court order that required the county to act on the jail now was misleading. Initially I bought the false-choice between a sales tax and property tax, but when I discovered that there was no entity requiring us to act now, it became difficult for me to look past that perceived deception to view the actual merits of jail expansion. For the record, I would prefer a sales tax (limited time-frame) over property tax.
- "Commissioners had previously said splitting the sales tax question up was impossible due to the language of the special state law authorizing the referendum."
<http://www2.ljworld.com/news/2018/jan/17/county-commission-ask-voters-approve-sales-tax-fun/> I still don't believe that. As a voter if you are going to make the case that these two unrelated things must be together you are going to need to provide specific references. It seems obvious that you only kept them together because you were banking on voters who didn't want jail expansion to vote 'yes' because they wanted the mental health center. Each item should stand on its own merits (and I believe each item can with honest straight-forward education).
- The sales tax had no end and seemingly no language to ensure it was spent on the rational for increasing it. Additionally, I read that new spending requests were put on hold pending the results of the ballot initiative. These two facts together gave the impression that it is ultimately about raising taxes in general and not for specific projects.

-Thank you for hearing my comments

Stephen Guernsey
2119 Goodell Ct
Lawrence, KS 66046

Steven E. Crane
484 N. 1050 Rd, Lawrence KS 66047
s.crane2012@gmail.com

To: Douglas County Commissioners

Re: Public session, Douglas County Fairgrounds 30-May-2018

Dear Commissioners,

I attended most of your session this evening at the Fairgrounds. I chose not to speak as it became woefully obvious that any pro jail discussion would not be received at all by the crowd. I was a strong proponent of Proposition A and still consider it the best solution to a significant problem. I was quite annoyed at the antics of the “no jail” groups who consistently spread utterly false information that shoplifters, trespassers, DUI, and other “low level” criminals were filling our jails. Despite frequent jail lists being published which thoroughly disproved such thinking, the “no jail” groups used this outright lie constantly.

I’ve had the educational opportunity to live in three different states and spend time in more than 30 different countries over the years. Observing what takes place in other places around the world can teach you a lot. I’ve watched some of these countries devolve into chaos. The effects on my friends who live there is truly horrible to see.

I received handouts from a couple groups who appear to be simply opposed to jailing anybody for anything. This group was strongly pushing an organization called Vera Institute. It did not take long to determine this was an extremist far left group pretty much opposed to anyone being incarcerated for anything. I further discovered that Vera Institute receives funds from convicted criminal George Soros. The billionaire who has funded anarchy whenever possible. Mr. Soros stands convicted of financial crimes in his native Hungary. The source of funding is extremely problematic in and of itself but that isn’t the only problems. Vera Institute managed funding from the New York City Juvenile Probation Department for a sub group of Vera called Esperanza. A publicly released audit of Veera’s performance on that contract shows only 15% of payments made by New York for meeting performance measures were completed. Vera consistently failed to meet program objectives. “As a result, DOP and Esperanza were unable to demonstrate that these funds were used in an appropriate manner”.

There is no question incarceration rates increased significantly since 1973. In 1972, 161 US residents were incarcerated per 100,000 population. That increased to a peak of 767 per 100,000 in 2007. That value fell to 707 per 100,000 in 2012. At the same time crime rates have fallen considerably.

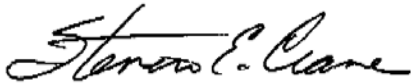
Per 100,000 population		
<u>Crime</u>	<u>1974</u>	<u>2016</u>
Murder	9.8	5.3
Robbery	209.3	102.8
Burglary	1,437.7	468.9
Larceny	2,489.5	1745.0
Auto Theft	462.2	236.9

Changes in the laws and the popularity of mandatory sentencing imposed longer sentences and particularly impacted repeat offenders. These changes were brought about, and demanded, by people who simply had had enough crime in their cities and communities. It's not possible for Douglas County to alter or change the criminal statutes. That change must obviously come at the state level. Nevertheless, the statistics are clear, increased incarceration rates mirrored a significant downward trend in crime.

There is no doubt that if Douglas County failed to meet strict requirements for the treatment of prisoners we would soon be on the receiving end of lawsuits filed against by some of the same people who opposed the jail during the election. The cost of those lawsuits is money that can't be used to better anyone, including the prisoners.

I urge you to continue looking for ways to fund adequate jail facilities that are safe for the prisoners as well as the officers who work there.

Sincerely

A handwritten signature in black ink, reading "Steven E. Crane". The signature is written in a cursive, flowing style with a prominent initial "S".

Steven E. Crane

From: Ron Wilson [<mailto:ron627wilson@gmail.com>]
Sent: Sunday, October 29, 2017 8:19 AM
To: Gregory Burns <gburns@lkpd.org>
Subject: Good morning

I believe you should at least here how i feel and know of this conversation.

Begin forwarded message:

From: Ron Wilson <ron627wilson@gmail.com>
Date: October 29, 2017 at 8:07:52 AM CDT
To: Jessica Mortinger <jmortinger@lawrenceks.org>
Cc: Leslie Soden <lsoden@lawrenceks.org>
Subject: **Re: Bikes**

When people cut in front of me, causing me to slam on my breaks, and i gave videos of law breakers that are ignored, and bike riders agree that i am correct then i know there is a problem. The ignorant or persons who infringe upon others without concern need to be held accountable.

So, why do we have laws against illegal drugs, theft, sex crimes, and traffic laws if we dont enforce them?

That is teaching irresponsibility!

Maybe that is why we have a drug, sex crime, theft, and so many speeders here

To: Leslie Soden >

Hide



Bcc: ron627wilson@gmail.com >

Re: Bikes

September 26, 2017 at 11:01 AM

Ah, a person with a funny bone.

But, going over a hill and seeing a huge dump truck coming at you at high speed and then seeing a bike rider in the shadows of trees can be a little nerve racking. That is not funny. And that could ruin a couple of lives and the family of all three people.

Keep a smile on so people dont know what you are thinking. Keeps 'em thinking.

Ron

To: Isoden@lawrenceks.org >

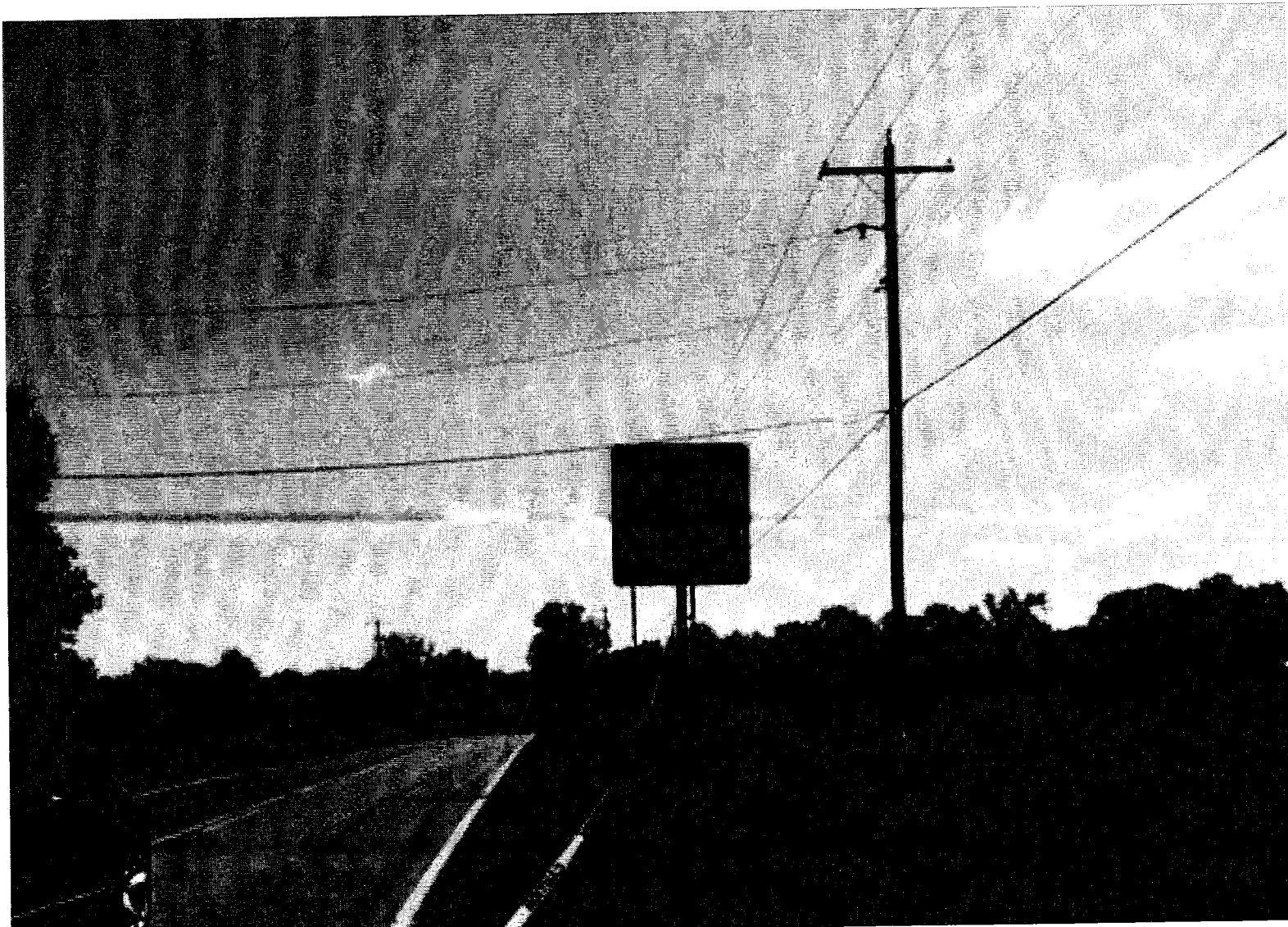
Hide

Bcc: ron627wilson@gmail.com >

Bikes

September 25, 2017 at 3:47 AM

At least two riders are blind, or have a death wish in a road construction area.





To: Ron Wilson >

Hide

Cc: Anthony Brixius >

Re: Bikes

September 25, 2017 at 5:25 PM

Looks like we need a bigger sign?

Mayor Leslie Soden

913-890-3647

On Sep 25, 2017, at 3:48 AM, Ron Wilson
<ron627wilson@gmail.com> wrote:

At least two riders are blind, or have a death wish in a road construction area.

<image1.JPG>

Survey/Satisfaction.

From: Leslie Soden
Sent: Tuesday, October 24, 2017 11:41 AM
To: Ron Wilson <ron627wilson@gmail.com>
Cc: Jessica Mortinger <jmortinger@lawrenceks.org>
Subject: Re: Bikes

Bicyclists can be terrible drivers, that's for sure. I have copied Jessica Mortinger on this email to see what ideas she has.

Mayor Leslie Soden
[913-890-3647](tel:913-890-3647)

From: Ron Wilson <ron627wilson@gmail.com>
Sent: Monday, October 23, 2017 4:28 PM
To: Leslie Soden
Subject: Bikes

While i was waiting to cross busy Louisiana street a bike rider that WAS behind me passed me on the left and suddenly appeared in front of me traveling across me path of travel going to the right. I had to hit my brakes to keep from killing him. Do something. Maybe have the police enforce the laws and that might teach a little bit of responsibility. If these clowns lost there licence, paid a fine, or went to jail they would change. Now they

Friendly Driver program

- The City of Lawrence has 16 League of American Bicyclists Certified Safe Cycling Instructors who volunteer their time throughout the community with local nonprofits like the Lawrence Housing Authority and the Lawrence Community Shelter to teach rules of the road to people who bicycle.

While these programs do not guarantee that every person who bicycles follows the rules of the road, they are making progress in educating users about the rules of the road.

Jessica Mortinger, AICP, *Senior Transportation Planner* -
jmortinger@lawrenceks.org

Lawrence - Douglas County Planning & Development Services |

www.lawrenceks.org/pds/

City Hall 6 East 6th Street

P. O. Box 708 Lawrence, KS 66044-0708

office (785) 832-3165 | fax (785) 832-3160

"Your opinion counts! Customer feedback helps us serve you better. Please tell us how we're doing by completing this short online Customer Satisfaction Survey: <http://lawrenceks.org/pds/survey/satisfaction>."



To: Jessica Mortinger >

Hide

Cc: Leslie Soden >

Bcc: ron627wilson@gmail.com >

Re: Bikes

November 6, 2017 at 8:23 AM

I would like to be able to show you the proof i have -videos. But i get very fed up with the lastvpolice chief that i trashed them all. Jerk with a very closed mind!!! I guess you have never had a problem with a bike rider. Oh well. Guess nothing will happen as it seems that you, new police chief oe polticians really give a darn! Yes am i upset and i am keeping these emails just in case some biker gets killed by me.

On Oct 24, 2017, at 12:51 PM, Jessica Mortinger <imortinger@lawrenceks.org>

so many speeders here.

Someone has to start thinking in our local government and stop just trying to get more business or people into the city.

Work on the people problems and people will then want to come here.

Repeat after me - We have big city problems.

People here are fed up!!!

On Oct 24, 2017, at 12:51 PM, Jessica Mortinger
<jmortinger@lawrenceks.org> wrote:

Ron,

People who drive cars and people who bike consistently report to us that they believe the other doesn't follow the rules of the road. Education and enforcement are important to ensuring that we improve safety for all users on the roadway.

I can't speak to the local traffic enforcement efforts, that question will have to be directed to the Police Department. However there are some ongoing education efforts I know of related to all users sharing the road:

- Lawrence Parks & Recreation hosts Summer sessions of the following classes to educate bicyclists

To: Gregory Burns >

Hide



Bcc: ron627wilson@gmail.com >

Re: Good morning

November 2, 2017 at 6:04 PM

I believe that a firm but understanding enforcement of laws are the way to educate first , maybe second offenders, ad the offenders must be identified by caring police. I have seen a bike rider ride past a city patrol car stoped at a stop sign. Officer did nothing. When asked why not, he phlffed me and drove off. One county officer watched two riders blow through a stop sign. I am tired of almost running over or killing a bike rider and i am tired of slamming on my brakes to keep out of jail or the nut house!!! They say they have no way to ticket a bike rider. If the riders paid for a

first, maybe second offenders, and the offenders must be identified by caring police. I have seen a bike rider ride past a city patrol car stopped at a stop sign. Officer did nothing. When asked why not, he phlffed me and drove off. One county officer watched two riders blow through a stop sign. I am tired of almost running over or killing a bike rider and i am tired of slamming on my brakes to keep out of jail or the nut house!!! They say they have no way to ticket a bike rider. If the riders paid for a vehicle and drivers license then maybe responsibility could be taught just like with other vehicle drivers. We are ALL vehicle drovers and it is the driver that gets the ticket not the vehicle!

Non enforcement is also and education that tells them they can still be brats, regardless of age or IQ or social status.

Let's work together. This is our town.



To: Gregory Burns >

Hide

Bcc: ron627wilson@gmail.com >

Re: Firing range

March 22, 2018 at 4:32 PM

I have. They don't care. Oh well.

Thanks

Ron

On Mar 22, 2018, at 4:09 PM, Gregory Burns <gburns@lkpd.org> wrote:

Ron,

I would agree that it would be a great time to think about a modern firing range, but unfortunately I need to complete the task of obtaining a new modern unified police facility first before that thinking could even



To: Ron Wilson 

Hide

RE: Firing range

March 22, 2018 at 4:09 PM

Ron,

I would agree that it would be a great time to think about a modern firing range, but unfortunately I need to complete the task of obtaining a new modern unified police facility first before that thinking could even begin. As you may know the FOP owns the firearms range and the Lawrence Police Department has no control over its membership, policies, etc. If there are any issues with the range, particularly those involving potential safety with alcohol and firearms I would suggest notifying the FOP. Thanks for your comments.

-----Original Message-----

From: Ron Wilson

[mailto:ron627wilson@gmail.com]

Sent: Wednesday, March 21, 2018 2:28 PM

To: Gregory Burns <gburns@lkpd.org>

Subject: Firing range

I think now would be a good time to think about a modern firing range where alcohol is not allowed (this range allows its membership to get drunk while wearing a weapon), a range that the city might have an input into its construction and current safety aspects, and one that will allow regular (non-club members) lawful people, and one that does not bribe political persons with "free" membership to join, and one that is not dependent upon police use for its survival.

Date: April 14, 2018 at 2:01:42 PM CDT
To: Tom Markus <tmarkus@lawrenceks.org>
Subject: Fwd: My opinion

FYI

Sent from Lisa Larsen's iPhone

Begin forwarded message:

From: Ron Wilson <ronwilson627@hotmail.com>
Date: April 14, 2018 at 1:43:52 PM CDT
Cc: "sboley@lawrenceks.org"
<sboley@lawrenceks.org>, "llarsen@lawrenceks.org"
<llarsen@lawrenceks.org>, "janada@lawrenceks.org"
<janada@lawrenceks.org>,
"matthewjherbert@gmail.com"
<matthewjherbert@gmail.com>,
"lsoden@lawrenceks.org" <lsoden@lawrenceks.org>,
"mderusseau@douglas-county.com"
<mderusseau@douglas-county.com>,
"mgaughan@douglas-county.com"
<mgaughan@douglas-county.com>,
"nthellman@douglas-county.com"
<nthellman@douglas-county.com>
Subject: My opinion

We need a police department that will ticket law

"nthellman@douglas-county.com"
<nthellman@douglas-county.com>
Subject: My opinion

We need a police department that will ticket law breakers that break the law!

I have been struck on the sidewalk, my vehicle has been rammed two separate times, i have seen city and county police ignore vehicles speeding though stop signs, i have almost struck two vehicles because one ran a stop sign and the other reversed direction in front of me. These same police will enforce the law on a our wheeled vehicle but REFUSE to enforce the law, even when the law is violated right in front of them multiple times. I have spoken to these double standard police and they always tell me that they are not allowed to ticket a bicycle driver. I do not understand this logic as the person violates the law and not the vehicle. Please help me understand why the police selectively enforce laws. And I am tired of the BS!

Why - I just just missed killing a bike rider that ran a red light that was red for a long time before he chose to run it and place himself in front of me causing me to slam on my brakes as he went from one sidewalk to another. I had a solid green light that was green half a block before i got to the intersection.

To: gburns@lkpd.org

Hide

Bcc: ron627wilson@gmail.com

Got hit last night

April 19, 2018 at 8:42 AM

Walked out of a business and was clipped
by a bike that was on the sidewalk.

It seems like anyone I talk to is upset by
sidewalk riders. Ive even been slammed by
a grade school kid in front of the county
courthouse in broad daylight as I was
helping my wife out of the car.

In both cases the rider drove off and
disappeared.

And I am just one person. How many others
are being hit and not telling you?

something. My bike friends are also in agreement, as it makes them feel grouped in with the "bad apples". But, that will be in the past. We work for a better and safer future for everyone.

Again, thank you for your support to make us safe. It makes me feel better now that I know you and I (and my friends will know) are in agreement on this subject, and that all vehicle operators will be held accountable for their actions. I (we) trust our police to have a common sense approach to all encounters and I am glad that they are using that approach.

Ron Wilson

On Apr 18, 2018, at 2:49 PM, Gregory Burns <gburns@lkpd.org> wrote:

To: tmarkus@lawrenceks.org >

Hide



Fed up

April 19, 2018 at 8:56 AM

Walked out of a business and was clipped
buy a bike that was on the sidewalk.

It seems like anyone I talk to is upset by
sidewalk riders. Ive even been slammed by
a grade school kid in front of the county
courthouse in broad daylight as I was
helping my wife out of the car.

In both cases the rider drove off and
disappeared. So, police would have been of
no help. Bike vs people violence has to
stop!!!

a grade school kid in front of the county courthouse in broad daylight as I was helping my wife out of the car.

In both cases the rider drove off and disappeared. So, police would have been of no help. Bike vs people violence has to stop!!!

Last week i almost killed a rider as it rode against his traffic light. Missed by a inch or so, was doing speed limit and in a truck. I don't want to kill a rider!

And I am just one person. How many others are being hit and not telling you? It seems like everyone I talk to are upset about this, even other bike riders!

It's gotta stop!



To: Tom Markus > gburns@lkpd.org > Hide

Re: Fed up, info to police

April 19, 2018 at 9:16 AM

Police can ONLY do something when the police are contacted. What about the near killing that i have had twice, my vehicle has been hit twice, many many near misses as riders turn in front of me, or appear at blind curves in the county. Do you want to be held accountable for a death?

I have been in contact with the police chief, after i sent an email to many public officials. This is a rider responsibility problem, not police.

It is our problem to find a solution to get the riders to be responsible children and the

riders turn in front of me, or appear at blind curves in the county. Do you want to be held accountable for a death?

I have been in contact with the police chief, after i sent an email to many public officials. This is a rider responsibility problem, not police.

It is our problem to find a solution to get the riders to be responsible children and the many more full grown adults I have problems with!!!

How about a drivers test (like with cars), a plate (like with cars), and taxes (like with cars), as bikes are VEHICLES according to the law?

What are you doing about it?

Ben Wilson

How about a drivers test (like with cars), a plate (like with cars), and taxes (like with cars), as bikes are VEHICLES according to the law?

What are you doing about it?

Ron Wilson

On Apr 19, 2018, at 9:04 AM, Tom Markus <tmarkus@lawrenceks.org> wrote:

By *so* cc to *pass the buck* our Police Chief I am asking him to review the enforcement of this concern and to take appropriate action to correct it.

Sent from my iPhone

On Apr 19, 2018, at 8:56 AM, Ron Wilson <ronwilson627@hotmail.com> wrote:

To: ronwilson627@hotmail.com >

Hide



Cc: Tom Markus > Gregory Burns >

Jessica Mortinger > Scott McCullough >

bike safety

April 19, 2018 at 12:28 PM

Mr. Wilson,

I wanted to add that in addition to looking at traffic enforcement, we are planning an educational effort surrounding our bike plan update this year. I might also suggest that you may wish to visit with the School Superintendent regarding education at the schools as well.

NO TV, newspaper

Thanks, Diane



City of Lawrence

Diane Stoddard, Assistant City Manager –
dstoddard@lawrenceks.org

City Manager's Office | City of Lawrence, KS



To: Diane Stoddard >

Hide

Cc: Tom Markus > Gregory Burns >

Jessica Mortinger > Scott McCullough >

Re: bike safety

April 19, 2018 at 12:58 PM

Good suggestion BUT! I tried the school district a while back when a brat ran into me as I was helping my wife out of our car.

Never ever and in no way shape or form received a reply. I even gave them my phone number, with time, and the school the brat just came from.

How can we expect kids to care when people that are suppose to be adults do not care? And adults set the bad example as bike riders!

Ron



To: Diane Stoddard >

Hide

Cc: Tom Markus > Gregory Burns >

Jessica Mortinger > Scott McCullough >

Re: bike safety

April 19, 2018 at 2:12 PM

I've seen a lot of words lately. Nothing about law enforcement, or vehicle user responsibility. These are vehicle drivers that are not held accountable for their deadly actions. Why, why, why? I have been asking for years, and still get no answers. Only political BS.

Lack of action is same as being the offender or the lair that promises action. In a bank robbery the get away driver suffers the same punishment and a robber that kills someone. Remember this when a bike

for years, and still get no answers. Only political BS.

Lack of action is same as being the offender or the lair that promises action. In a bank robbery the get away driver suffers the same punishment and a robber that kills someone. Remember this when a bike driver gets killed !

Fed up with the system!

Ron Wilson

On Apr 19, 2018, at 12:58 PM, Ron Wilson
<ronwilson627@hotmail.com> wrote:

Good suggestion BUT! I tried the school district a while back when a brat ran into me as I was helping my wife out of our car.



To: Tom Markus > Ron Wilson > Hide

Cc: Diane Stoddard > Jessica Mortinger >

Scott McCullough >

RE: Fed up

April 19, 2018 at 2:45 PM

*Don't put it on to
Schools, Cops, TV, newspaper,
give millions to a*

company to build here but not a

Mr. Wilson, *Diagnose to T.V, newspapers EDUCATION*

Bike riders are expected to follow the rules of the road. I have spoken to my Public Affairs Sergeant and she will work with the city to put out bicycle education to our citizens. I will also have my Sergeant to work with our School Resource Officers in order to work with our schools on bicycle education. I believe that education is a key component in this issue. The officers of the Lawrence Police Department will take all needed enforcement action on incidents

*Cops
DON'T
educate
Yes they
Do!!*

April 19, 2018 at 2:45 PM

Mr. Wilson,

Bike riders are expected to follow the rules of the road. I have spoken to my Public Affairs Sergeant and she will work with the city to put out bicycle education to our citizens. I will also have my Sergeant to work with our School Resource Officers in order to work with our schools on bicycle education. I believe that education is a key component in this issue. The officers of the Lawrence Police Department will take all needed enforcement action on incidents that they observe or are contacted about if possible. While doing this they will also evenly and respectfully enforce the law in a fair and impartial manner.

Thanks,



To: Gregory Burns >

Hide

Cc: Tom Markus > Diane Stoddard >

Jessica Mortinger > Scott McCullough >

Re: Fed up

April 19, 2018 at 3:01 PM

Sounds like a good plan. But with all respect to everybody, i have heard this before. I wish us all the best of luck. I know that your officers try to do their best as I try to do my best. I agree that education and understanding buy all is needed as well as enforcement. But, our and the riders actions still speak louder than words.

I will wait and see.

Ron Wilson

On Apr 19, 2018, at 2:45 PM, Gregory Burns

To: Ron Wilson >

Hide



RE: bike safety

April 20, 2018 at 9:05 AM

I would encourage you to keep in touch with Chief Burns and with Jessica Mortinger related to the traffic and educational efforts. Re the economic development agreements, we do have a scheduled list of performance requirements and clawbacks outlined. We take these things very seriously and are working to follow up on that by weighing all of our options at this time.

Thanks, Diane

From: Ron Wilson <ronwilson627@hotmail.com>

Sent: Friday, April 20, 2018 8:50 AM

To: Diane Stoddard <dstoddard@lawrenceks.org>

Subject: Re: bike safety

As a very concerned citizen may i set in at the meetings (quietly) or at least get progress notes on the traffic and educational efforts? *Never Answered*

At the time 6 cents. On companies skipping out

To: Gregory Burns >

Hide



Re: Fed up

April 20, 2018 at 5:13 PM

Bike riders must hate me, almost got another one just now. Going east, turning right onto Iowa south. Stopped at light, my turn signal was on. No car traffic coming down Iowa. I started to turn and a bike rider quickly drive across my path, he looked back at me and proceeded to drove into the crown parking lot. Grr.

Ron

On Apr 19, 2018, at 2:45 PM, Gregory Burns <gburns@lkpd.org> wrote:

Mr. Wilson,



To: Sheriff Office McGovern >

Hide

*resent to
City Sh.*

Bikes and speeding in construction zone

May 10, 2018 at 1:26 PM

I use highway 458, upper dam road, and K10 to get into town from the country.

I have come close to killing two bike drivers and come very close to striking numerous bike drivers in the country. I have been struck by bike drivers twice!

I feel very nervous about driving in the city and in Douglas County and do not want to be someone that goes to jail for someone else's stupidity or inaction.

education process. Teaching children is not correcting the older people.

It seems like there is real no concern about the biker and car/truck driver safety. I hope no drivers get killed on that road, or any other road, where bikers and large vehicles are competing for the same place at high speeds and/or when the sun is in the drivers face blinding either driver. Why are bike drivers and car drivers allowed to frequently break the law? Why are bikes given special treatment? It shows great disrespect for the law and society in general.

What can a citizens do when he believes that people have no respect for the law and it seems like the county has no respect for its citizens?

From: Ron Wilson

<ron627wilson@gmail.com**>**

Date: May 18, 2018 at 11:31:44 AM CDT

To: sshepherd@ljworld.com

Subject: May 18th bicyclist article

Article copy

My vehicle has been hit twice by bicyclist resulting in hit and run reports to city police.

I have had bicyclist turn across my vehicles path without looking with erratic driver reports to city and county. I have called in reports about bicyclists in no bikes zones in construction area with no help from the police. I have seen and talked to a city police car driver when a bicyclist rode threw a stop sign as the police car was stopped at the stop sign and I got a dirty look, with no feedback when i reported it to the police

the stop sign and I got a dirty look, with no feedback when I reported it to the police dept. Same when two bicyclists ran stop signs on county and talked to same police man twice at same stop sign. I almost killed another bike rider that suddenly appeared in a blind curve. I do not want to be responsible for hurting or killing anyone and wish bike riders felt the same. Most riders are good drivers. Most cars drivers are hazardous. Etc, etc, etc.

I am not a life long resident of Lawrence, support the police man/woman, think we need more police and responsible bike/car riders, school education will not cure irresponsible adult actions, as bikes are treated as vehicles under the law the bikers should have insurance, renewable license, testing just as truck and car people are BEFORE being assigned the responsibility

testing just as truck and car people are BEFORE being assigned the responsibility as a driver. We all share a road that is designed for transportation not recreation! I use to be a bike rider in Germany and refuse to battle drunks, speeders, and irate people in America. In Germany I shared the road with cars, cows, trucks and tanks!!! As a truck driver in Germany I shared the same roads with the same cows, cars, trucks and tanks!

Yes, car and truck drives are just as stupid and irresponsible as bikers. That's why we need someone to teach responsibility and enforce all laws when dealing with ALL vehicles (with a dash of common sense).

Ronald K. Wilson

785-691-8106

627 north 750 road

Sent: Wednesday, May 09, 2018 4:40 PM

To: AD - Weinaug, Craig

<weinaug@douglascountyks.org>

Cc: ADS - Plinsky, Sarah

<splinsky@douglascountyks.org>

Subject: The FOP E-mail List

Craig,

*Lots of b.s. on FOP
times to shoot & etc.*

After speaking to John Bullock, because the February 25, 2015 Findings of Fact document states in part in Item 7.c. that "...the FOP provide email notification of night shoots to those who request it..." it is his opinion that I can request the FOP add Mr. Wilson to the e-mail list.

I called Jim Welch, the FOP Treasurer, who was extremely cooperative. He promised to add Mr. Wilson to the list tonight. He told me he has had no phone call or email request from Mr. Wilson recently. *lie,*

Sean

Trump facts!!

Sean W. Reid, C.B.O.

Director

Zoning and Codes Department

Douglas County

3755 E. 25th Street

Lawrence KS 66046

*say it loud and
often enough & they
will believe it.*



To: weinaug@douglascountyks.org > Hide

Bcc: ron627wilson@gmail.com >

Re: The FOP E-mail List

May 10, 2018 at 10:33 AM

Maybe his definition of recently needs worked on. How many days between may 1 and may 9th? I have contacted both FOP people with that and other e-mails and have not received any kind of a reply, good or bad or any other friggen way!! Fed up with alternative facts, unanswered complaints:questions and other just plain stupid stuff!

On May 10, 2018, at 10:16 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:



To: welch@lawrencefop.org >

Hide

president@lawrencefop.org >

weinaug@douglascountyks.org >

sreid@douglascountyks.org >

Monthly and afterhours(extended) shooting schedule request

May 1, 2018 at 7:25 AM

I am requesting two shooting schedules. One is the normal regularly scheduled shooting schedule and the other is the after hours (or extended hours) schedule. These are the two schedules that cover all scheduled shooting times at the FOP and may be called by other names than the ones I have knowledge of, but I am requesting the schedules that cover shooting times at the FOP no matter what the schedules are named.



To: sreid@douglascountyks.org >

Hide

**Re: Monthly and
afterhours(extended) shooting
schedule request**

May 4, 2018 at 2:03 PM

Will this attempt included the April 2018
schedules?

Mr. Wilson

On May 4, 2018, at 10:35 AM,
<sreid@douglascountyks.org>
<sreid@douglascountyks.org> wrote:

I will attempt to have you added to the e-
mail distribution list.

Sean Reid



To: weinaug@douglascountyks.org > Hide
sreid@douglascountyks.org >

**Re: Monthly and
afterhours(extended) shooting
schedule request**

May 4, 2018 at 9:59 AM

My latest effort to receive schedules from the FOP has failed after numerous requests. I would like to engage your office in an effort to obtain the April 2018 and future schedules.

Mr. Wilson

On May 1, 2018, at 7:25 AM, Ron Wilson
<ronwilson627@hotmail.com> wrote:

I am requesting two shooting schedules.



To: welch@lawrencefop.org >

Hide

president@lawrencefop.org >

weinaug@douglascountyks.org >

sreid@douglascountyks.org >

Monthly and afterhours(extended) shooting schedule request

May 1, 2018 at 7:25 AM

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To: welch@lawrencefop.org >

Hide

president@lawrencefop.org >

weinaug@douglascountyks.org >

sreid@douglascountyks.org >

Monthly and afterhours(extended) shooting schedule request

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To: president@lawrencefop.org >

Hide

Request

April 24, 2018 at 8:56 PM

I also request a copy of the monthly shooting scheduled.

Thank you,
Mr. Wilson

To: ronwilson627@hotmail.com >

Hide



RE: FOP Firing range

April 23, 2018 at 4:38 PM

Ron:

What is your phone number?

Craig

From: Ron Wilson <ronwilson627@hotmail.com>

Sent: Monday, April 23, 2018 3:45 PM

To: AD - Weinaug, Craig

<weinaug@douglascountyks.org>

Cc: ZO - Reid, Sean <sreid@douglascountyks.org>

Subject: Re: FOP Firing range

So, my complaint is still valid. Correct?

Mr. Wilson

On Apr 23, 2018, at 11:40 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:

To: ronwilson627@hotmail.com >

Hide



RE: FOP Firing range

April 23, 2018 at 10:51 AM

No it does not mean that at all. It means that we cannot enforce requirements that are not contained in the CUP. If the CUP says that the permit holder can use the range after 7 AM, it means that we cannot take action against someone who fired between 7AM and 8AM.

Craig

From: Ron Wilson <ronwilson627@hotmail.com>

Sent: Monday, April 23, 2018 10:44 AM

To: AD - Weinaug, Craig

<weinaug@douglascountyks.org>

Subject: Re: FOP Firing range

Does that mean no one enforces the CUP!

On Apr 23, 2018, at 10:40 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:



To: weinaug@douglascountyks.org > Hide

Re: FOP Firing range

April 23, 2018 at 10:44 AM

Does that mean no one enforces the CUP!

On Apr 23, 2018, at 10:40 AM,
<weinaug@douglascountyks.org>
<weinaug@douglascountyks.org> wrote:

We do not interpret to CUP to place different hours on persons who belong to FOP who are not law enforcement.

Craig

From: Ron Wilson <ronwilson627@hotmail.com>

Sent: Monday, April 23, 2018 10:33 AM

To: AD - Weinaug, Craig

<weinaug@douglascountyks.org>

Subject: Re: FOP Firing range

Yes. It is the FOP range. You told me to contact you if the shooting there before posted hours. They did twice this week. Tuesday and today starting close to 7:30 am. This is a recurring problem. As i stated one other incident was not reported as only a few shots were heard and they quickly stopped. I assumed that was because they realized they jumped the gun on the time without knowing it.

Ron

On Apr 19, 2018, at 1:39 PM,
<weinaug@douglascountyks.org>
<weinaug@douglascountyks.org> wrote:

Ron:

I need a context to understand your e-mail



To: weinaug@douglascountyks.org > Hide

Re: Complaint

April 23, 2018 at 10:37 AM

Ok. I thought we went through this. On both date the shooting started before 7:45 am and consisted on a small number of shots for a few minutes and was repeatedly.

It believe that it was not police training due to the number of shots and the duration of the shots and the type of cars at the FOP.

Mr.Wilson

On Apr 23, 2018, at 9:41 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:

to the number of shots and the duration of the shots and the type of cars at the FOP.

Mr.Wilson

On Apr 23, 2018, at 9:41 AM,
<weinaug@douglascountyks.org>
<weinaug@douglascountyks.org> wrote:

So when were they firing on April 17 and 19?

Craig

From: Ron Wilson <ronwilson627@hotmail.com>
Sent: Saturday, April 21, 2018 12:59 PM
To: AD - Weinaug, Craig
<weinaug@douglascountyks.org>
Subject: Complaint

I am registering a formal complaint against the Lawrence FOP for violation of their conditional use permit for allowing shooting out of agreed times on the 17 and 19 April 2019.

<image001.png>

To: ronwilson627@hotmail.com >

Hide



Cc: weinaug@douglascountyks.org >

RE: After hours shooting at FOP

April 23, 2018 at 9:12 AM

Mr. Wilson,

I would contact the Fraternal Order of Police of Lawrence by e-mail at president@lawrencefop.org . I would explain that I was a neighbor and request that you be added to the "FOP Extended Hours Shooting" alert e-mail list.

Sincerely,

Sean Reid

Sean W. Reid, C.B.O.

Sean W. Reid, C.B.O.
Director
Zoning and Codes Department
Douglas County
3755 E. 25th Street
Lawrence, KS 66046
(785) 331-1343

-----Original Message-----

From: Ron Wilson

<ronwilson627@hotmail.com>

Sent: Sunday, April 22, 2018 8:00 PM

To: ZO - Reid, Sean

<sreid@douglascountyks.org>

Subject: After hours shooting at FOP

How can I get a copy of past shootings, and
be informed of future shootings?

Ron Wilson

CUP. Reference the times referenced!

Ron Wilson

On Apr 20, 2018, at 11:11 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:

From: ZO - Reid, Sean

Sent: Friday, April 20, 2018 8:58 AM

To: AD - Weinaug, Craig

<weinaug@douglascountyks.org>

Cc: ADS - Plinsky, Sarah

<splinsky@douglascountyks.org>; ZO - Voigt, Tonya

<tvoigt@douglascountyks.org>

Subject: RE: FOP Firing range

Craig,

On March 26, 2018 we got a notice of extended hours shooting from the Lawrence FOP #2 Executive Board for April 10 and April 12, but that would not correspond with the last three day time period. C.U.P. 12-8-10, Condition 5, Hours of Operation, limits on-range

Craig,

On March 26, 2018 we got a notice of extended hours shooting from the Lawrence FOP #2 Executive Board for April 10 and April 12, but that would not correspond with the last three day time period. C.U.P. 12-8-10, Condition 5, Hours of Operation, limits on-range shooting by Law Enforcement, Hunter Safety, and other similar activities on non-holidays (holidays defined as New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day), Monday thru Friday are between 7:00 am and 7:00 pm. On Saturdays: 9:00 am to 7:00 pm, Sundays: 11:30 am to 7:00 pm.

I have attached a copy of the original C.U.P. and a copy of the Five Year Review document. Please note the Five Year Review document has a typographical error, which states "Monday thru Friday: 76:00 a.m. to 7:00 p.m." Using the original C.U.P. document to clarify, I have come to the conclusion it is intended to read 7:00 a.m. to 7:00 p.m.

So, I cannot verify there is to be no firing before 8:00 am. Monday thru Friday shooting may commence any time after 7:00 a.m. For future reference the contact person I have for the Fraternal Order of Police of Lawrence is their Treasurer, Jim Welch. His contact number is (785) 691-7995.

To: sreid@douglascountyks.org >

Hide



After hours shooting at FOP

April 22, 2018 at 7:59 PM

How can I get a copy of past shootings, and be informed of future shootings?

Ron Wilson



To: cweinaug@douglascountyks.org > Hide

Complaint

April 21, 2018 at 12:59 PM

I am registering a formal complaint against the Lawrence FOP for violation of their conditional use permit for allowing shooting out of agreed times on the 17 and 19 April 2019.

property line for the benefit of canoe users of the creek.

HOURS OF OPERATION:

The FOP shall not allow range operations on New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day.

Restriction on hours of operation for the Firing Ranges.

Law Enforcement, Military Training and other groups on firing ranges.

The FOP shall limit use of shooting on its ranges by Law Enforcement, Military Training, Hunter Safety and other similar activities to Monday thru Friday 7:00 a.m. to 7:00 p.m., Saturday 9:00 a.m. to 7:00 p.m., Sunday 11:30 a.m. to 7:00 p.m.

Law enforcement and the Military shall be entitled to use the range 25 days per year for extended shooting to 10:15 p.m. The FOP shall provide a reasonable method neighbors can sign up for email notification of extended shooting hours. The FOP will send an email to the neighbors who have signed up for such notification at least five days before the use of extended shooting hours is going to occur. The Chief of the Lawrence Police Department or the Sheriff of Douglas County may modify the number of days per year and the amount of time notice is to be given when in their judgment such modification is necessary for the proper training of Law Enforcement officers who have jurisdiction in Douglas county. When reasonably possible the Sheriff or chief shall notify the Douglas county Zoning and Codes department in writing of this decision.

Individual use of the ranges by FOP members

Individual use by FOP members. Shooting shall be limited to 8:00 a.m. to 9:30 p.m. every day of the week except for the holidays listed above.

When there are training exercises involving the firing ranges, the range safety officer shall determine if any other activities may occur.

The 94 acres included in this CUP shall remain in the Fraternal Order of Police's ownership to serve as a buffer area. Any reduction in area shall require an amended CUP.

Trees may be selectively harvested, or removed to create trails provided the wooded areas



To: weinaug@douglascountyks.org > Hide

Re: Fop

April 21, 2018 at 9:03 AM

Police gave one time and members another!

On Apr 21, 2018, at 8:48 AM,

<weinaug@douglascountyks.org>

<weinaug@douglascountyks.org> wrote:

There no distinction between police and members in the cup, that I recall.

Sent from my iPhone

On Apr 20, 2018, at 8:32 PM, Ron Wilson

<ronwilson627@hotmail.com> wrote:

Some people can shoot at 7:00 am, and i



To: weinaug@douglascountyks.org > Hide

Fop

April 20, 2018 at 8:32 PM

Some people can shoot at 7:00 am, and i am suppose to know who they are. Club or police? This week it did not sound like police.

Guns shots are barely audible in tested house and truck noise can be heard? Which house?

In my house i can not here the truck, but i can the gun shots!

Why is 65 db the agreed upon level?

All announced meetings i went to it was agreed upon one set of times for everybody

police.

Guns shots are barely audible in tested house and truck noise can be heard? Which house?

In my house i can not here the truck, but i can the gun shots!

Why is 65 db the agreed upon level?

All announced meetings i went to it was agreed upon one set of times for everybody , not the mixed up times shown.

I am glad they may be thinking about a cover for the range. Maybe even the one i said i would help finance with a \$5,000 donation!!!

More and more i am putting faith in the comment i heard that the fop will not

I am glad they may be thinking about a cover for the range. Maybe even the one I said i would help finance with a \$5,000 donation!!!

More and more i am putting faith in the comment i heard that the fop will not survive without the police support!!!

I have tried to sign up for prior notification for special shooting time and have never (NEVER) received a reply!

I am starting to really believe that politicians can be bought (let me know if you want my proof) really cheap! And I'll say that in court!

This is all a bunch of cr45p!

April 20, 2018 at 11:11 AM

From: ZO - Reid, Sean

Sent: Friday, April 20, 2018 8:58 AM

To: AD - Weinaug, Craig

[<weinaug@douglascountyks.org>](mailto:weinaug@douglascountyks.org)

Cc: ADS - Plinsky, Sarah

[<splinsky@douglascountyks.org>](mailto:splinsky@douglascountyks.org); ZO - Voigt, Tonya

[<tvoigt@douglascountyks.org>](mailto:tvoigt@douglascountyks.org)

Subject: RE: FOP Firing range

Craig,

On March 26, 2018 we got a notice of extended hours shooting from the Lawrence FOP #2 Executive Board for April 10 and April 12, but that would not correspond with the last three day time period. C.U.P. 12-8-10, Condition 5, Hours of Operation, limits on-range shooting by Law Enforcement, Hunter Safety, and other similar activities on non-holidays (holidays defined as New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day), Monday thru Friday are between 7:00 am and 7:00 pm. On Saturdays: 9:00 am to 7:00 pm, Sundays: 11:30 am to 7:00 pm.

Condition 5, Hours of Operation, limits on-range shooting by Law Enforcement, Hunter Safety, and other similar activities on non-holidays (holidays defined as New Year's Day, Easter, Thanksgiving, Christmas Eve, and Christmas Day), Monday thru Friday are between 7:00 am and 7:00 pm. On Saturdays: 9:00 am to 7:00 pm, Sundays: 11:30 am to 7:00 pm.

I have attached a copy of the original C.U.P. and a copy of the Five Year Review document. Please note the Five Year Review document has a typographical error, which states "Monday thru Friday: 76:00 a.m. to 7:00 p.m." Using the original C.U.P. document to clarify, I have come to the conclusion it is intended to read 7:00 a.m. to 7:00 p.m.

So, I cannot verify there is to be no firing before 8:00 am. Monday thru Friday shooting may commence any time after 7:00 a.m. For future reference the contact person I have for the Fraternal Order of Police of Lawrence is their Treasurer, Jim Welch. His contact number is (785) 691-7995.

Sean

Sean W. Reid, C.B.O.

Director

Zoning and Codes Department

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Sean

Sean W. Reid, C.B.O.

Director

Zoning and Codes Department

Douglas County

3755 E. 25th Street

Lawrence, KS 66046

(785) 331-1343

From: AD - Weinaug, Craig

Sent: Friday, April 20, 2018 8:17 AM

To: ZO - Reid, Sean <sreid@douglascountyks.org>; ZO - Voigt, Tonya <tvoigt@douglascountyks.org>

Cc: ADS - Plinsky, Sarah <splinsky@douglascountyks.org>

Subject: FOP Firing range

Sean or Tonya:

I talked to Ron Wilson this morning, returning a phone call from earlier this week. He is one of the residents

I talked to Ron Wilson this morning, returning a phone call from earlier this week. He is one of the residents who lives close to the FOP firing range. He reported that recently there have been times when the use of the range was starting before 8 am. Specifically this last Tuesday, the 17th, and either Wednesday or Thursday (yesterday).

Would you find the CUP that we issued to them and verify that one of the conditions is no firing before 8 am. Please also get for me the contact person with FOP and their contact information.

Once we have that information, I would like Sean to call the appropriate person and remind them of the requirements, and ask that they take steps to remind the users on the requirements. If they fail to do that, or resist doing that, let's have some communication about next steps.

Call me if you want to discuss (832-5328, or 331-5501)

Craig

CUP 12 8 10.pdf

143 KB

FOP CUP...2017.pdf

4.1 MB



To: cweinaug@douglascountyks.org > Hide

Bcc: ron627wilson@gmail.com >

FOP early shooting

April 19, 2018 at 8:20 AM

Twice this week "they" have been shooting too early in the day. On the 17th Tuesday and today the 19th Thursday.

In fairness there was one day that a couple of shots were heard really early but they stop. Figured someone just jump the gun, and I just smiled about it. Person probably got informed real fast about the error.

Thanks,
Enjoy life

Ron Wilson



To: webmaster@lawrencefop.org >

Hide

Bcc: jerryread2017@gmail.com >

Event notification

October 3, 2017 at 10:55 PM

How does a person sign up for e-mail notification of FOP events?



To: webmaster@lawrencefop.org >

Hide

Bcc: jerryread2017@gmail.com >

Shooting times

September 30, 2017 at 7:48 AM

What are the agreed upon shooting times for the lawrence fop out at lone star! They are out there shooting now.

To: webmaster@lawrencefop.org >

Hide



Bcc: jerryread2017@gmail.com >

Event notification

October 3, 2017 at 10:55 PM

How does a person sign up for e-mail notification of FOP events?



To: Timothy M Moore >

Hide

Re: Fop shooting on Saturdays

October 2, 2017 at 9:37 PM

I double checked my log. I was in error on first call time.

It was 7:29.

The second call time is correct and the date is correct as posted on the email.

My phone number is 785-691-8106 and was only given during the need to call the second time for a response to the FOP, not my address of 627 n 750. I did not log my address as being given, but i believe it was as the male dispatcher wanted all my information.

Thank you for your concern,

Ron



To: DCSO@DCSheriff.net >

Hide

Fop shooting on Saturdays

September 30, 2017 at 8:46 AM

I heard shooting from the fop and called dispatch at 7:24. Reason, no shooting before 9:00 on Saturdays per CUP. I was told that someone would go out there. I repeated the call at 7:54. I was told they could shoot after 8:00, i told person on phone that it was 9:00 according to the CUP. He said he would send a car out. It is 8:38 and they are still shooting and NO car has arrived to inform the shooters they can not shoot now, nor have i received a return call saying i was wrong. So, i would like to know, if possible the names of the two person detailed to respond, or the reason why they did not, and why i was not inform

before 9:00 on Saturdays per CUP. I was told that someone would go out there. I repeated the call at 7:54. I was told they could shoot after 8:00, I told person on phone that it was 9:00 according to the CUP. He said he would send a car out. It is 8:38 and they are still shooting and NO car has arrived to inform the shooters they can not shoot now, nor have I received a return call saying I was wrong. So, I would like to know, if possible the names of the two person detailed to respond, or the reason why they did not, and why I was not informed of my error, which I will repeat if not corrected. Reason, I have seen no police vehicles coming or going to the fop. They are still shooting 8:42! I have been there since 8:00.

Thank you for your help in clearing this matter

To: ron627wilson@gmail.com >

Hide



FW: 5 year review of FOP CUP

May 8, 2018 at 7:44 AM

Ron:

I just got this from Mary in the planning office, just before the last e-mail that you sent. It sounds like you may get an answer to your questions about the five-year review and trees in a week or so.

Craig

-----Original Message-----

From: Mary Miller

<mmiller@lawrenceks.org>

Seal

Sent from my iPhone

Begin forwarded message:

From: Ron Wilson

<ron627wilson@gmail.com<<mailto:ron627wilson@gmail.com>>>

Date: May 7, 2018 at 6:19:54 PM CDT

To:

sreid@douglascountyks.org<<mailto:sreid@douglascountyks.org>>

Subject: 5 year review of FOP CUP

It was suggested that I contact you with this matter.

Further reading of that 5 year review of the FOP CPU, at a minimum i find that they are not held to the 50 planted trees they

To: ronwilson627@hotmail.com >

Hide



Undeliverable: Booking recap

May 25, 2018 at 5:05 AM

No Reply *Made 2 phone calls*
~~Your email was bounced...~~

... because something went wrong between you and your recipient. Ugh!

What to do next?

Well, your specific problem was a **5.1.2** error.

Which means you should: Check the "dcso.org" part of "sheriff@dcso.org" for misspellings or missing letters. If you find an error, correct it in your contacts list or address book for next time.

Or further: It is possible that the domain is temporarily inactive. If the spelling looks correct, contact your mail provider and if necessary, contact your recipient another way (e.g., phone or text message).

Get more help on 5.1.2 errors here!

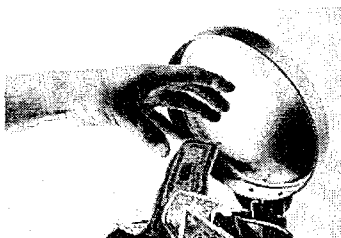
Thanks, have a lovely day.

Yours truly, betterbounces.net

Rate this email: [Helpful](#) :) or... [Not Helpful](#) :(

Advertisement | [Prefer no ads?](#)

YOU MIGHT LIKE



Undeliverable: Booking recap and speeders

Today at 5:37 PM

DGSOEDGE.live.dgso.org rejected your message to the following email addresses:

sheriff@dgso.org (sheriff@dgso.org)

Your message couldn't be delivered because the recipient's email server (outside Office 365) suspected that your message was spam. To fix this, try to modify your message, or change how you're sending the message, using the guidance in this article: E-mailing Best Practices for Senders. Then resend your message. If you continue to experience the problem, contact the recipient by some other means (by phone, for example) and ask them to ask their email admin to add your email address or your domain name (the text after the "@" symbol in your email address) to their allowed senders list.

For Email Admins

When Office 365 tried to send the message to the next email server outside of Office 365 the external

While the sender may be able to alter the message contents to fix this, it's likely that only the recipient's email admin can fix this problem. Unfortunately, Office 365 support is unlikely to be able to help fix these kinds of externally reported errors.

DGSOEDGE.live.dgso.org gave this error:

Remote server returned message detected as spam -> 550 5.7.1

Message rejected as spam by Content Filtering.

Diagnostic information for administrators:

Generating server: BN3NAM01HT109.mail.protection.outlook.com

sheriff@dgso.org

DGSOEDGE.live.dgso.org

Remote Server returned '550 5.7.350 Remote server returned message



Diane Stoddard, Assistant City Manager –
dstoddard@lawrenceks.org
City Manager's Office | City of Lawrence, KS
P.O Box 708, Lawrence, KS 66044
office (785) 832-3413| fax (785) 832-3405

From: Ron Wilson <ronwilson627@hotmail.com>

Date: April 14, 2018 at 1:43:52 PM CDT

Cc: "sboley@lawrenceks.org"

<sboley@lawrenceks.org>, "llarsen@lawrenceks.org"

<llarsen@lawrenceks.org>, "janada@lawrenceks.org"

<janada@lawrenceks.org>,

"matthewjherbert@gmail.com"

<matthewjherbert@gmail.com>,

"lsoden@lawrenceks.org" <lsoden@lawrenceks.org>,

"mderusseau@douglas-county.com"

<mderusseau@douglas-county.com>,

"mgaughan@douglas-county.com" <mgaughan@douglas-county.com>,"
"nthellman@douglas-county.com"

<nthellman@douglas-county.com>

Subject: My opinion

We need a police department that will ticket law breakers
that break the law!

tells them they can still be brats, regardless of age or IQ or social status.

Let's work together. This is our town.

Ron

On Nov 2, 2017, at 10:40 AM, Gregory Burns <gburns@lkpd.org> wrote:

Ron,

Thank-you for your email, as I do understand the frustration with our bike riders sometimes. I believe that the biggest problem is an educational one with bike riders, as it appears that some may not know or understand that they carry the same responsibilities as automobiles while on the shared roadway. I have asked my officers to send out education material via social media on this subject. I will also remind my officers to be on the look-out for bike riders who may not be obeying the rules of the road. While I know that this may not solve the issue completely, I hope that this is a step in right direction.

Thanks,
Greg



To: Gregory Burns >

Hide

Bcc: ron627wilson@gmail.com >

Re: Good morning

November 2, 2017 at 6:06 PM

On another note:

The bike shop may be a good place to start an educational project.

Ron

SO - DO IT !!!

On Nov 2, 2017, at 10:40 AM, Gregory Burns <gurns@lkpd.org> wrote:

Ron,

Thank-you for your email, as I do understand the frustration with our bike riders sometimes. I believe that the biggest problem is an educational one with bike riders, as it appears that some may not know or understand that they carry the same responsibilities as automobiles while on the shared roadway. I have