

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

*Public comment will be received for each item as it is discussed.

WEDNESDAY, DECEMBER 19, 2018

4:00 p.m.

- Consider approval of the minutes for August 1, August 8, August 15, August 22, September 5, September 12, September 26, and October 3, 2018.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
(b) [Consider recommendation to approve Substance Abuse Treatment Services Contract with DCCCA \(Gary Bunting\)](#)

REGULAR AGENDA

- (2) [Consider petition to vacate utility easement for Kanwaka Township \(Kevin Sontag\)](#)
- (3) [Consider approval of a proposal from Behavioral Health Leadership Coalition to increase the number of psychiatrists in Douglas County. \(Bob Tryanski\)](#)
- (4) [Presentation from Lawrence Douglas County Fire and Medical on the service agreements and the emergency medical service in Douglas County. – No decision requested.](#)
Presentation only.
- (5) Appointments:
 - Board of Zoning Appeals (1) position open 10/17
 - Building Code of Appeals Board (2) positions open 12/16
 - Community Corrections Advisory Board (1) position open 08/31/18 (educator)
 - Criminal Justice Coordinating Council (2) positions
 - Fire District No. 2 (2) positions
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) position
 - Joint Economic Development Council (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (2) open positions
 - MPO Bicycle Advisory Committee (1) position
 - Mental Health Board (1) position open 04/18
 - Property Crimes Compensation Board (1) position
 - Senior Resource Center (1) position open 12/31/18
- (6) General Public Comment
- (7) Commissioner and/or Administrator Miscellaneous
- (8) Adjourn

WEDNESDAY, DECEMBER 26, 2018 – cancelled

WEDNESDAY, JANUARY 2, 2019 – cancelled

WEDNESDAY, JANUARY 9, 2019

MONDAY, JANUARY 14, 2019

10:00 a.m.-Swearing in of County Commissioner Patrick Kelly (1st District)

WEDNESDAY, JANUARY 16, 2019

WEDNESDAY, JANUARY 23, 2019

-Consider approval of an application for an Agritourism Tier II event center at 1173 N 150 Road
(Tonya Voigt)

WEDNESDAY, JANUARY 30, 2019

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

OFFICE OF

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



THE SHERIFF

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

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
Interim County Administrator Sarah Plinsky

From: Sheriff Kenneth M. McGovern

Date: December 14, 2018

Subject: Consider Recommendation to Approve Substance Abuse Treatment Services Contract

The Douglas County Sheriff's Office is requesting permission to enter into a substance abuse and treatment services contract with DCCCA for the correctional facility. This contract will provide a licensed addiction counselor to render screening and assessment, education and counseling, referral and linkage to community case management and addiction services. Additionally, it will provide medication assisted treatment injections. Contract addendums have also been added which outline position responsibilities, functions, and duties for the DCCCA staff position within the correctional facility. The overall amount of funding for this contract has been approved for the 2019 budget.

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

AGREEMENT

This Agreement is entered into effective the 1st day of January 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS through the DOUGLAS COUNTY SHERIFF'S OFFICE (hereinafter referred to as "**Sheriff**") and DCCCA, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, Sheriff operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates may benefit from addiction treatment; and

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

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

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

2. Services Provided. The Services shall include:

A. Provide adequate addiction services to inmates in the Facility by adequate staff, including licensed and qualified counselor and other persons using that degree of learning, knowledge and skill ordinarily possessed and used by members of that profession and under like circumstances and at the time of the treatment, diagnosis and services. In the application of this learning, knowledge and skill the professional providing the Services shall use reasonable and ordinary care and diligence.

B. Objectively and systematically monitor and evaluate the quality and appropriateness of inmate care to improve the system of ready access to adequate addiction services and resolve identified problems.

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

D. Provide the services described in the Substance Abuse Therapist Jail Addendum attached hereto as Exhibit A.

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

A. Provide a qualified, experienced licensed Addiction Counselor to come on-site, Monday - Friday (excluding holidays) at the Facility not to exceed 40 hours per

week to render screening and assessment, education and counseling, referral and linkage to community case management and addiction services, followed up by written, recommendations to Facility staff regarding needs for addiction services.

B. Provide a qualified, experienced licensed Addiction Counselor that meets the requirements described in the Substance Abuse Therapist Jail Addendum attached hereto as Exhibit A

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

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

Salary, Benefits and Support for Addiction Counselor:

Salary: \$50,845
Benefits: \$20,338
Support: \$10,849.96
Annual Total: \$82,032.96
Billed monthly at: \$6,836.08

Community based substance use treatment post release:

Group Counseling	\$33.20/hr	2 hrs/week x 8 weeks	\$531.20
Individual Counseling	\$88.20/hr	1 hr/week x 8 weeks	\$705.60
Total per participant			\$1,236.80

MAT service post release:

MAT injection	\$1000 each	2 injections	\$2,000.00
Initial medical appt.	Heartland Clinic	1 appointment	\$95.00
MAT Assessment	Heartland Clinic	1 appointment	\$95.00
MAT induction and follow up	Heartland Clinic	2 appointments (\$15 each)	\$30.00
Total MAT per participant			\$2,220.00

Salary, Benefits and Support annually:	\$82,032.96
Substance use treatment for 12 participants annually:	\$14,841.60
MAT for 12 participants annually:	<u>\$26,640.00</u>
Total Program annual cost:	\$123,514.56

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

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

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

8. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2019 and terminate on December 31, 2019. Sheriff, however, shall have the option to renew this Agreement for up to four (4) additional one year terms, with each renewal being for an additional one year term; provided, however, that Sheriff agrees to exercise such option by notice to Provider at least 60 days prior to the date that this Agreement would otherwise terminate. Sheriff's extension of this Agreement one or more times shall not require that Sheriff exercise its option to extend for any other terms. Fees for subsequent months of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to Sheriff on or before April 1 to become effective January 1 of the following year (necessary so the Sheriff can establish its budget for the following calendar year during the summer of the current year).

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

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

D. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide personnel as required in this Agreement, Sheriff shall have all other rights and remedies that it may have at law

or equity, including the right to withhold reasonable amounts from its payments to Provider such that Sheriff does not pay for Services and time not supplied.

10. Insurance.

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

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

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

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

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

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

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

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

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

12. Annual Screening. The Kansas Criminal Justice Information System ("KCJIS") guidelines require employees, contract workers, and volunteers of all criminal justice agencies to have a screening for criminal history or activity. Provider acknowledges that Sheriff will perform an annual screening of the persons Provider identifies (or as otherwise identified by Sheriff) who will provide the Services in accordance with the KCJIS guidelines and Sheriff's

policy, as amended from time to time, and agrees to assist in facilitating such screenings. If any screening reveals a criminal history or activity by any Provider employee who provides any of the Services, the Sheriff will notify Provider. Provider shall be responsible for follow-up with the employee in consultation with Sheriff regarding KCJIS guidelines and Sheriff Policy, as amended from time to time, but it is possible that the person may be barred from providing Services at the Facility.

13. Identification and Acknowledgement of Persons Present in a Substance Use Disorder Treatment Program. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is the law that regulates the use and disclosure of Protected Health Information ("PHI") held by "covered entities" such as health care providers. Chapter 42 of the Code of Federal Regulations (CFR) Part 2 are privacy regulations, far more restrictive than HIPAA, and apply to all substance use disorder treatment facilities and services, including those operated by Provider.

42 CFR Part 2 protects the confidentiality of alcohol and drug abuse client records maintained by Provider. Provider's staff are prohibited by federal law from disclosing to someone not directly associated with the treatment program that an individual attends the program, has previously attended the program or disclose any information identifying an individual as a treatment participant unless:

- a. The individual consents in writing,
- b. The disclosure is allowed by the court order process outlined in 42 CFR Part 2. A subpoena, search or arrest warrant are not valid court orders and cannot be used as a basis for staff disclosing the presence of someone in the treatment program. The subpoena or warrant must be accompanied by the proper court order executed in compliance with 42 CFR Part 2.
- c. The disclosure is made to medical personnel in a medical emergency, or to qualified personnel for research, audit, or program evaluation.
- d. The disclosure is made to protect the client or another person from serious injury.

Confidentiality, as defined by 42 CFR Part 2, begins as soon as a person has been referred or made application to the program, throughout treatment, and continues after completion of treatment or discharge.

Provider will comply with 42 CFR Part 2 at all times and advise the Sheriff and Facility staff on procedures and protocols to assist Provider in complying with 42 CFR Part 2 at all times.

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

(signatures on next page)

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

SHERIFF:

Board of County Commissioners of Douglas
County, Kansas

By: _____
Chair of the Board of County Commissioners

Printed Name: _____

ATTEST:

Jameson D. Shew, County Clerk

Douglas County Sheriff's Office

By: _____

Printed Name: _____

Title: _____

PROVIDER:

DCCCA, Inc.

By: _____

Printed Name: _____

Title: _____

Douglas County Correctional Facility

DCCCA, Inc. Job Descriptions:

Substance Abuse Therapist Jail Addendum

This document is to serve as an addition to DCCCA, Inc. job description for the Substance Abuse Therapist Jail position. Covered below are the additional requirements, training and duties for the Substance Abuse Therapist.

PART I- ESSENTIAL JOB FUNCTIONS:

- Screen inmates for referral to service and in facility education on substance use disorder;
- Assess inmates for formal substance use disorder treatment beginning in facility and continuing in the community;
- Provide individual counseling and group counseling/education in facility;
- Assess inmates for Medication Assisted Treatment (MAT) program,
 1. Verify contracted medical provider has approved inmate for MAT
 2. Collaborate with contracted mental health provider if necessary, and
 3. Refer qualified candidates to the Reentry program.

PART II- REQUIREMENTS

REQUIRED KNOWLEDGES, ABILITIES, AND SKILLS

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

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

PART III- DUTIES

SCOPE OF WORK

- Conduct screening and assessment for substance use disorder counseling;
- Facilitate in facility substance use disorder education/counseling;
- Identify candidates and refer to Reentry for MAT program;
- Respond to inmate requests within 72 business hours;
- Collaborate with Programs Coordinator, Reentry Team, Mental Health Team, Classification Officer, Inmate Work Program Supervisor, Administrative Lieutenant and Housing Unit

Supervisor, contracted medical provider, community-based partners, community stakeholders and facility staff regarding inmate reentry;

- Facilitate the transition of clients to community based treatment;
- Verify connection (three contacts) to treatment of clients referred.

DIRECTLY RESPONSIBLE FOR

- Maintaining the following certifications:
 - Master's Level License;
 - Motivational Interviewing;
 - EPICS II;
 - Certification as required by the Sheriff's Office;
- Collaborate with the Assess – Identify – Divert (AID) Program;
- Monitoring and facilitating substance abuse programs;
- Reporting all equipment and/or electronic repairs as soon as possible;
- Reporting lost/broken facility key, scan card immediately to shift supervisor;
- Reporting all security violations/concerns to the shift supervisor;
- Maintaining certification of CPR and AED operation; and
- All other duties as assigned by supervisor.

SECONDARY RESPONSIBILITIES:

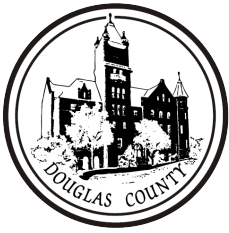
- Program data collection;
- Attend weekly Team Meeting;

Transportation

- In custody inmates/clients shall be transported by a Sheriff's Deputy, Staff may accompany;
- Clients' belongings will not be stored in an office, personal vehicle or at the DCCF.

Community Safety (as necessary)

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



DOUGLAS COUNTY PUBLIC WORKS

3755 East 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglas-county.com
www.douglas-county.com

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

MEMORANDUM

TO : Douglas County Commission

FROM: Keith A. Browning, P.E., Director of Public Works
Kevin R. Sontag, P.S., County Surveyor

DATE : December 12, 2018

RE : Proposed Vacation of Utility Easement, Arlo Jay Subdivision

As you are aware, the county recently received a request to vacate a portion of a utility easement located within Lot 2 of Arlo Jay Subdivision, a minor subdivision in the unincorporated county approximately three (3) miles south of Lecompton. The request was reviewed by staff and counsel to determine the best way to proceed.

Kanwaka Township, the owners of Lot 2, are making the request to remove the easement as they would like to construct a new building that would be on top of the easement. The easement is not currently in use. County staff reached out to utility companies that serve this area, and none of them objected to the proposed vacation.

A hearing has been scheduled before the Board of County Commissioners to receive public comment concerning the proposed vacation during the regular commission meeting on December 19, 2018.

Upon conclusion of the hearing, the Board should consider enactment of a resolution vacating the utility easement as requested.

Action Required: Hold a hearing to accept public comment regarding the possible vacation of the utility easement. Consider enacting, if appropriate, a resolution that will vacate the utility easement.

November 19, 2018

Nancy Thellman, Chair
Michelle Derusseau, Vice-Chair
Mike Gaughan, Member
Board of County Commissioners
of Douglas County, Kansas
1100 Massachusetts St.
Lawrence, KS 66044

Dear Commissioners,

Kanwaka Township has recently purchased a piece of ground adjacent to one of our current sites at 548 N1700 Road. We plan to build a new structure on this ground in an effort to serve our township residents better and more efficiently. The new ground had been combined with the existing site via a subdivision plat.

There is a utility easement running north and south that used to run along the side of our site, but after adding the new ground this easement now runs through the middle of the site. Power poles that were in this easement have been relocated to a different location. There are no current utilities using this easement. We would like to vacate this easement so that we may place our new structure in our desired location.

The Board of County Commissioners, by Kansas Statute 58-2613, has the ability to vacate this easement as it lies in a platted subdivision which lies wholly outside the limits of an incorporated city. Therefore, Kanwaka Township asks for your support and petitions that the Board vacate the easement in question. Attached exhibits more clearly show the location of this easement.

Kanwaka Township has been discussing this situation with the County Surveyor, Kevin Sontag, and we are happy continue to work with him, you, and other County staff to accomplish our goal.

We at Kanwaka Township greatly appreciate your support.

Sincerely,

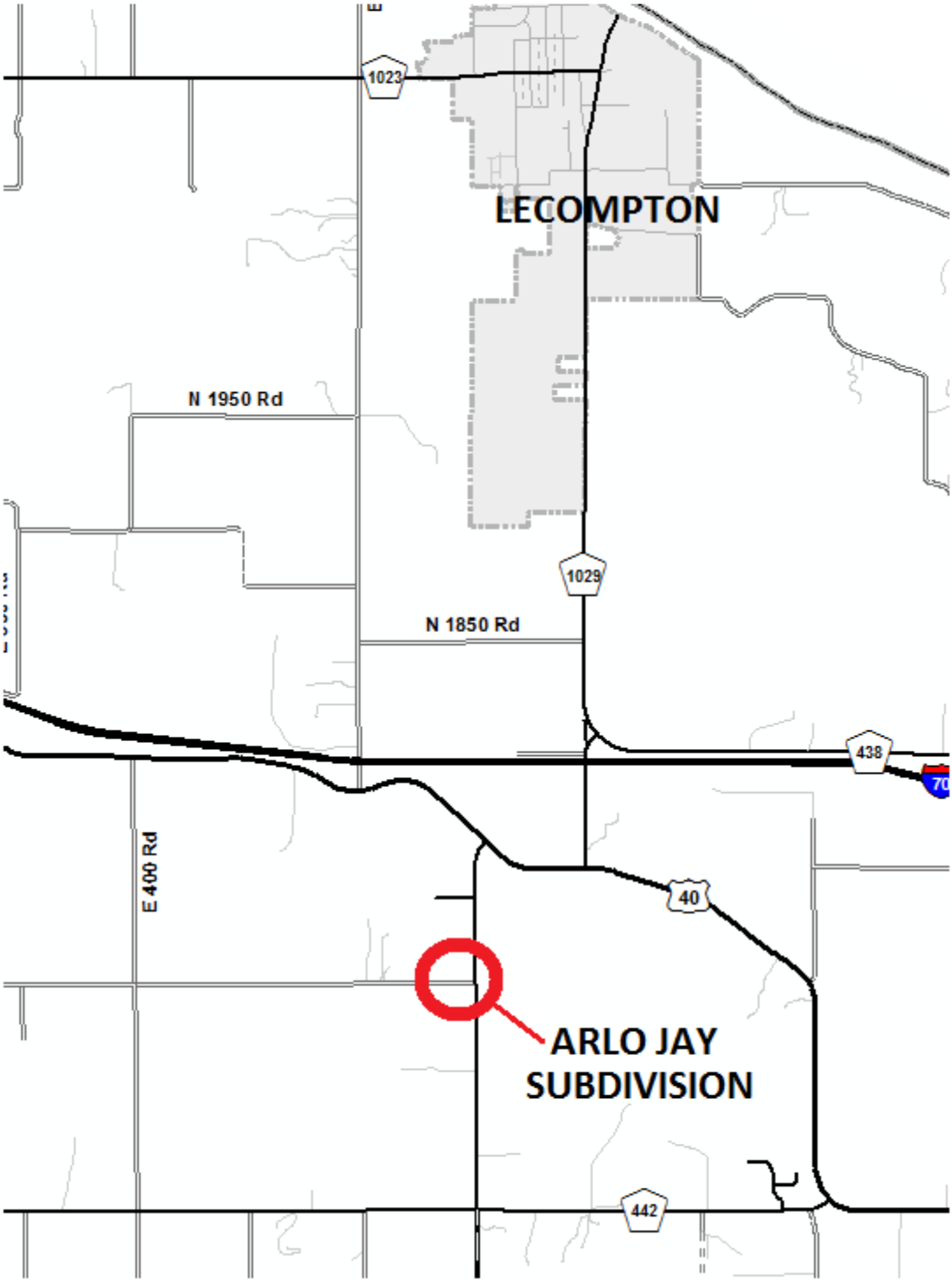


David Wulfkuhle, Kanwaka Township Trustee

548 N1700 Road, Lecompton, KS 66049

Cc: Craig Weinaug, County Administrator
Keith Browning, Director of Public Works
Kevin Sontag, County Surveyor

General Location Map for Vacation of Utility Easement



ARLO JAY SUBDIVISION

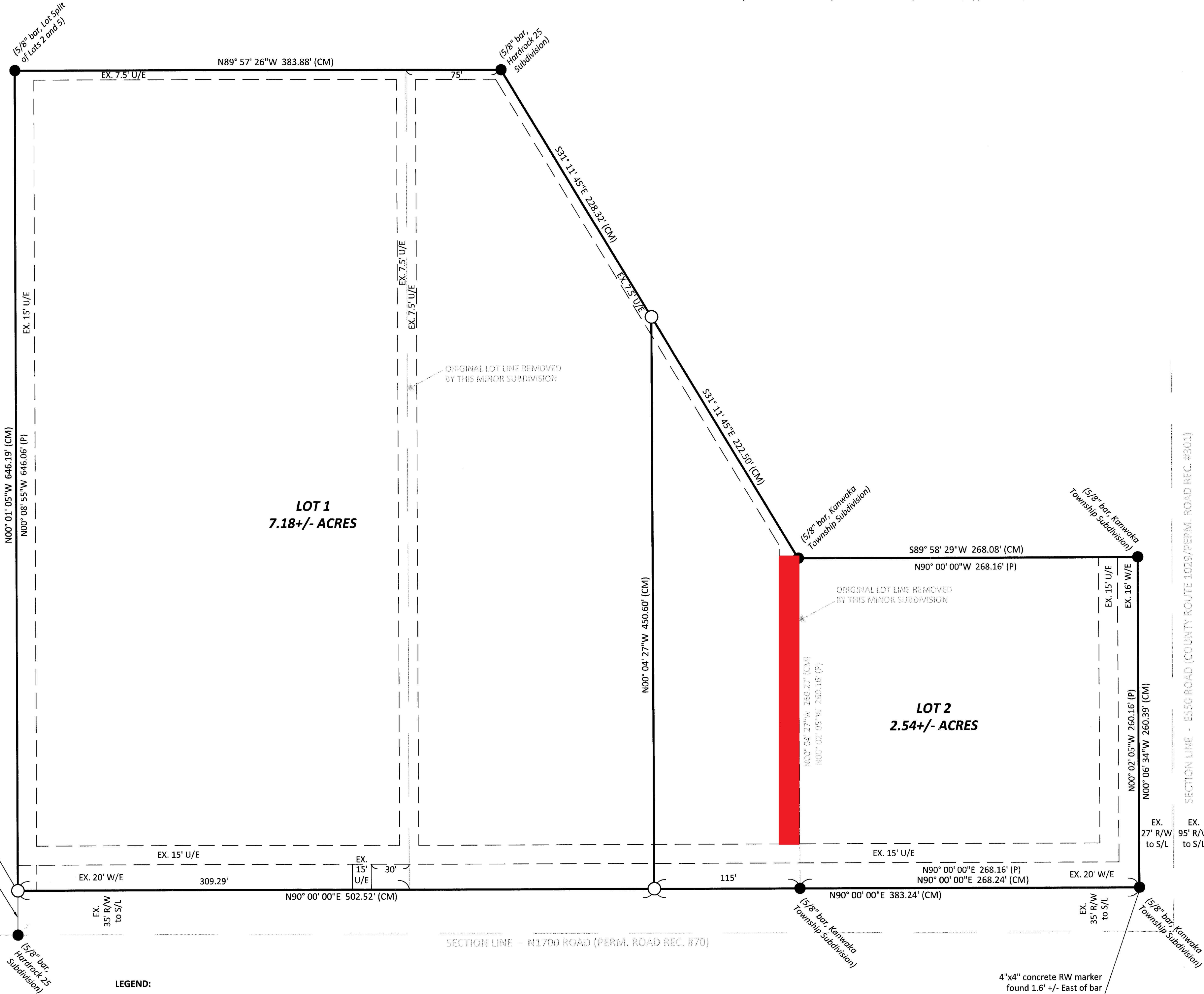
A MINOR SUBDIVISION REPLAT OF LOT 1 OF KANWAKA TOWNSHIP SUBDIVISION, LOT 3 OF HARDROCK 25 SUBDIVISION, AND LOT 2A OF A LOT SPLIT OF LOTS 2 AND 5 OF HARDROCK 25 SUBDIVISION, ALL IN DOUGLAS COUNTY, KANSAS

REFERENCE SURVEYS:

Final Plat of Kanwaka Township Subdivision, Plat Book 15 Page 384
Final Plat of Hardrock 25 Subdivision, Plat Book 15 Page 824
Lot Split of Lots 2 and 5 in Hardrock 25 Subdivision, Plat Book 15 Page 951

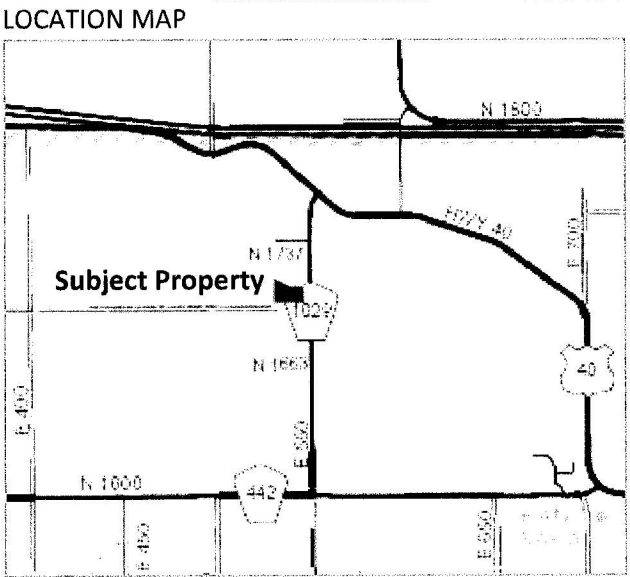
NOTES:

- 1) Basis of Bearing: The south line of Lot 1 of Kanwaka Township Subdivision was assumed N90° 00' 00"E.
- 2) Further division or consolidation of any Lots contained in this Minor Subdivision/Replat is prohibited, and shall be processed as a Major Subdivision, unless the action meets the exception noted in Section 20-808(c)(5)(i).
- 3) Benchmark = JE1579, elevation 1129.95 (NGS marker, approximately one-half mile north-northeast of survey)



LEGEND:

- Found monument, as noted
- Set 1/2"x24" iron bar with cap APS1391
- R/W Road Right of Way
- U/E Utility Easement
- W/E Waterline Easement
- S/L Section Line



DESCRIPTION:

Lot 1 of Kanwaka Township Subdivision, Lot 3 of Hardrock 25 Subdivision, and Lot 2A of a Lot Split of Lots 2 and 5 in Hardrock 25 Subdivision, all located in the Southwest Quarter of Section 22, Township 12 South, Range 18 East of the Sixth Principal Meridian, Douglas County, Kansas.

DEDICATION:

Be it known to all men that I (we) the undersigned owner(s) of the above described tracts of land have had cause for the same to be surveyed and replatted under the name Arlo Jay Subdivision and have caused the same to be subdivided into lots as shown and fully defined on this replat. No new right of way or easements are being created as a part of this replat.

Lori E. McCarty
Lori E. McCarty

David A. Wulkuhle
Kanwaka Township
David A. Wulkuhle, Trustee

ACKNOWLEDGEMENT:

State of Kansas)
County of Douglas)

BE IT REMEMBERED, that on this 4 day of April, 2018, before me, a Notary Public in and for said County and State, came Lori E. McCarty, known to be the same person who executed the within instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public (signed) CMSloan

Notary Public (printed) Catherine M. Sloan

My appointment expires 7/10/2019

ACKNOWLEDGEMENT:

State of Kansas)
County of Douglas)

BE IT REMEMBERED, that on this 4 day of April, 2018, before me, a Notary Public in and for said County and State, came David A. Wulkuhle, Trustee for Kanwaka Township, known to be the same person who executed the within instrument, and duly acknowledged the execution of the same on behalf of Kanwaka Township.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public (signed) CMSloan

Notary Public (printed) Catherine M. Sloan

My appointment expires 7/10/2019

APPROVED as a Minor Subdivision/Replat under the Subdivision Regulations of the City of Lawrence and the Unincorporated Area of Douglas County.

Scott McCullough 4/5/2018
Scott McCullough, Planning Director Date

CERTIFICATION:

I hereby certify that the surveyed area shown hereon is the true and accurate result of a field survey performed under my direct supervision and completed in the field on January 11th, 2018, and that the survey is a closed traverse. This survey conforms with the Kansas Minimum Standards for Boundary Surveys.

Steven D. Williams PS1391
All Points Surveying
P.O. Box 4444
Lawrence, KS 66046
(785)832-2121



REVIEWED in compliance with KSA 58-2005.

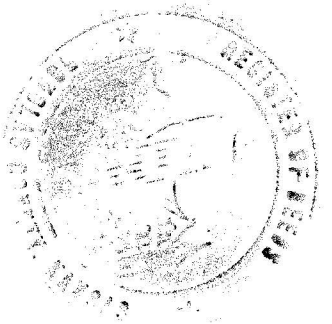
Kevin R. Sontag 3/30/18
Kevin R. Sontag PS1640
Douglas County Surveyor Date

FILING RECORD

State of Kansas
County of Douglas

This is to certify that this instrument was filed for record in the office of the Douglas County Register of Deeds on this 5th day of April, 2018 and is duly recorded at 4:04 P.M. in Plat Book 19 Page 231.

Kay Pesnell by Kent Brown, Deputy
Kay Pesnell
Douglas County Register of Deeds



RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF
A UTILITY EASEMENT WITHIN ARLO JAY SUBDIVISION

WHEREAS The Board of County Commissioners, pursuant to K.S.A. 58-2613, may vacate a plat, street, alley, public easement or reservation which lies wholly outside the limits of any incorporated city; and,

WHEREAS The Board of County Commissioners has received a request to vacate a portion of a utility easement that lies within Lot 2, Arlo Jay Subdivision, recorded in Plat Book 19, Page 231 at the Douglas County Register of Deeds, located in the Southwest Quarter of Section 22, Township 12 South, Range 18 East of the Sixth Principal Meridian in Douglas County, Kansas, and is more particularly described as follows:

Commencing at the northeast corner of Lot 2, Arlo Jay Subdivision; thence South 89 degrees 58 minutes 29 seconds West along the north line of said Lot 2 a distance of 268.08 feet to a northerly corner of said Lot 2 and the point of beginning; thence South 0 degrees 4 minutes 27 seconds East a distance of 225.27 feet, more or less, to the north line of a utility easement running in an east-west direction; thence North 90 degrees 0 minutes 0 seconds West along said north line a distance of 15.00 feet; thence North 0 degrees 4 minutes 27 seconds West a distance of 225.27 feet, more or less; thence North 89 degrees 58 minutes 29 seconds East a distance of 15.00 feet to the point of beginning; and,

WHEREAS this utility easement is not currently in use, and

WHEREAS in their judgment the proposed vacation of said easement will not cause any harm or inconvenience, and

WHEREAS, pursuant to K.S.A. 58-2613, notice of the proposed vacation of said alley was published in the official County newspaper,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that the above described utility easement be vacated.

ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chair

ATTEST:

Michelle Derusseau, Vice Chair

Jamie Shew, County Clerk

Mike Gaughan, Member



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
cweinaug@douglaskcountyks.org

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Bob Tryanski, Director of Behavioral Health Projects

SUBJECT: Expanding Psychiatric Infrastructure in Douglas County

DATE: December 13, 2018

Attached for your consideration and approval is a proposed funding framework to support the addition of three new psychiatrists serving LMH Health, Bert Nash CMHC, Heartland CHC, and DCCCA in 2019-2021.

In 2018, the Board of County Commissioners allocated new funds to increase the number of psychiatric service providers in Douglas County and support community partners as they work together to improve our behavioral health system of care. Funds were initially allocated to Bert Nash CMHC and Heartland CHC to offset the gap between revenue and expenses for one new psychiatrist and one APRN at each agency. Over the course of the year, there has been provider turnover at each agency and new efforts to work collaboratively with LMH Health and our community partners to more effectively recruit and retain providers. Those efforts have created new opportunities to make significant progress in 2019.

LMH Health has hired two new psychiatrists in the past year. In addition, they have identified three additional candidates who are interested in practicing in Lawrence and leasing part of their time to serve the needs of our community partners. Bert Nash has succeeded in recruiting a new psychiatrist to serve full-time at the community mental health center. The center has also leveraged the county's support for new providers into opportunities to increase access and reduce lag times. For example, Bert Nash has recently opened up same-day access to medication management appointments supported by a new APRN. At Heartland Community Health Clinic, support from the Sunflower Foundation is being dedicated to provide more timely access to psychiatry and med management appointments for patients following a crisis event at the LMH Emergency Department. Partners are also cooperating to find appropriate and effective ways to use telemedicine to reduce gaps and serve people where they are.

Startup costs and the gap between revenue and expenses to support psychiatry is significant in the first several years of a new provider's tenure. Additionally, the percentage of underinsured and uninsured patients served by our community partners creates long term sustainability challenges. The Behavioral Health Leadership Coalition is recommending that Douglas County continue to support the expansion of psychiatry through a shared-lease arrangement that gradually reduces costs to the county over a three year period. Under this structure, the county will dedicate up to \$350,000 of existing funds from the 2019 Behavioral Health Projects budget to support up to three new providers at Bert Nash CMHC and Heartland CHC. Support will

offset the salary and benefit costs of these new providers by up to 60% in 2019, 50% in 2020, and 40% in 2021. Support beyond 2019 will be subject to annual review and approval by the County Commission through the county's budget process. Total costs of the psychiatry supplemental in 2019 will not exceed \$675,000.

Each agency will provide the county with quarterly reports that include monthly summaries of the gap between revenue and expenses for each provider as well as the number of unique patients served, the number of patient encounters, and estimated lag times between appointments.

Analysis of this data and subsequent recommendations of the Behavioral Health Leadership Coalition will be coordinated through the Psychiatric Infrastructure workgroup of the BHLC.

The following motion is recommended to approve these items:

***“Consider approval for up to \$350,000 of existing funds from the 2019 Behavioral Health Projects budget to offset up to 60% of salary and benefit costs for three new psychiatrists providing services at LMH Health, Bert Nash CMHC, Heartland CHC and DCCCA.*”**

Douglas County Behavioral Health Leadership Coalition Psychiatric Infrastructure Workgroup

Proposed framework for the use of psychiatry supplemental funds in 2019

Douglas County has budgeted up to \$675,000 to support improvements to the community's psychiatric infrastructure in 2019. As part of that initiative, the county will continue to offer supplemental funds to offset startup and lease service costs for up to three new providers between 2019 and 2021.

Continued support at Bert Nash CMHC in 2019

The county will continue to fill the gap between revenue and expenses for one psychiatrist and one APRN at Bert Nash Community Mental Health Center at a cost not to exceed \$225,000 in 2019.

Bert Nash will submit quarterly reports with a monthly breakdown of revenue, expenses, number of patients served and the number of encounters provided.

New opportunities available in 2019

In addition the county will consider offsetting the projected costs outlined in LMH's lease proposal and Bert Nash's new provider cost projections within the following framework:

Bert Nash, Heartland and DCCCA will share priorities with the HLC partners, finalize capacity needs and respond to LMH's proposed lease structure at the Psychiatric Infrastructure meeting on December 10th.

Douglas County would offer Behavioral Health Projects supplemental funds to offset lease costs of up to three providers by 60% in 2019, 50% in 2020, and 40% in 2021.

For example:

- LMHH leases two providers to an HLC partner for two ten hour days per week.
 - Cost to the agency:
 - o \$184,600 per provider in 2019
 - Supplemental funds available from Douglas County:
 - o \$110,760 per provider in 2019
 - o \$92,300 per provider in 2020
 - o \$73,840 per provider in 2021

Additionally, \$100,000 of the \$675,000 will be reserved for new initiatives and proposals from the HLC and Psychiatric Infrastructure workgroup.

All funding is contingent upon provider retention and approval by the County Commission through the county's budget process.

Progress on both initiatives will be reviewed quarterly (December, March, June and September) by the Psychiatric Infrastructure workgroup, HLC, and Behavioral Health Advisory Council.

Recommendations for funding beyond 2019 will be presented by the Psychiatric Infrastructure workgroup to the HLC and Behavioral Health Advisory Council at its March meeting for presentation to the Board of County Commissioners during the 2020 budget process. (April-July of 2019)

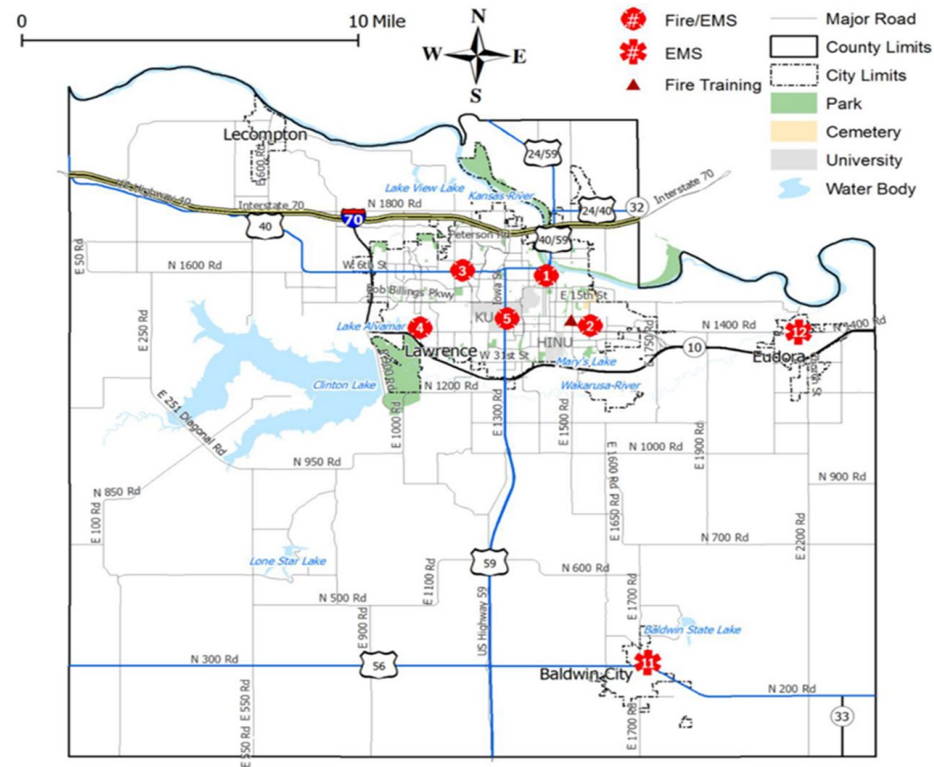
Lawrence-Douglas County Fire Medical

Overview of Services Through Agreements with Douglas County

Fire Medical Services in the County

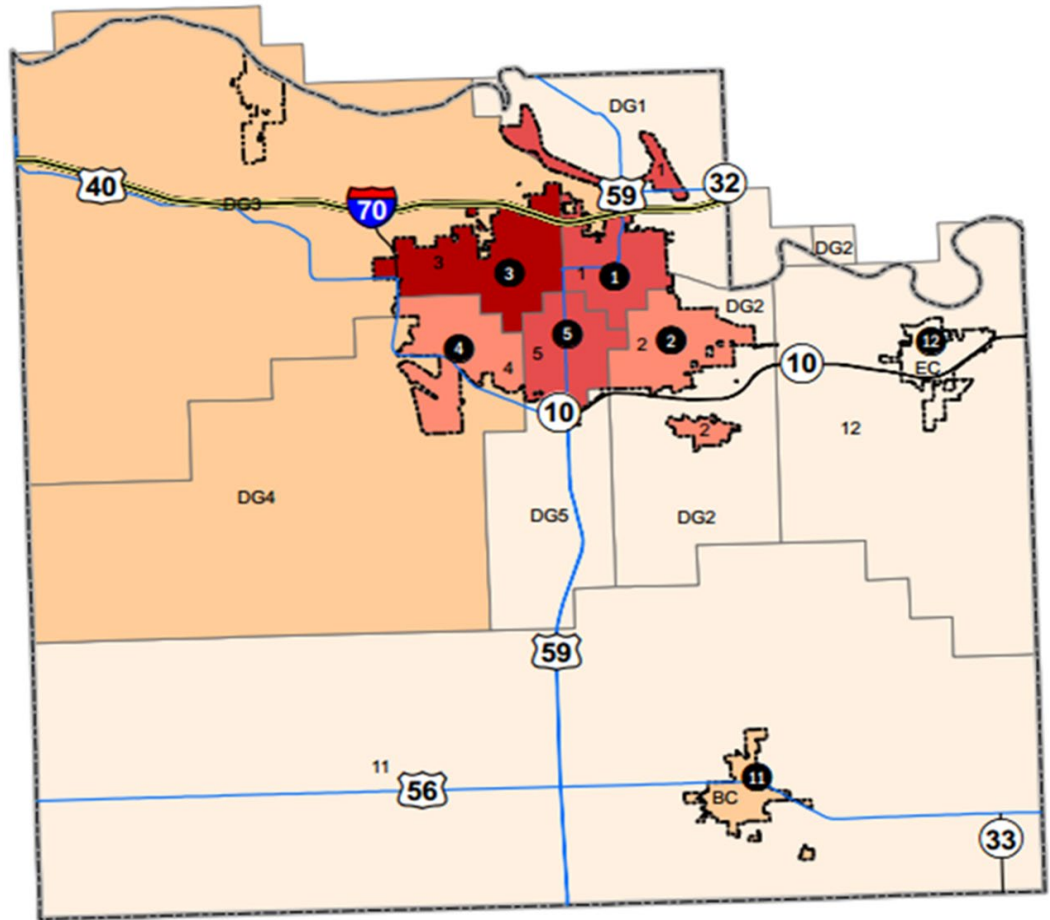
- Emergency Medical Services
 - Hazardous Materials Response
 - Technical Rescue *
 - Coroner Scene Services
 - *Fire Suppression*
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Fire Medical Services in the County



Call Demand By Zone 2013-2017

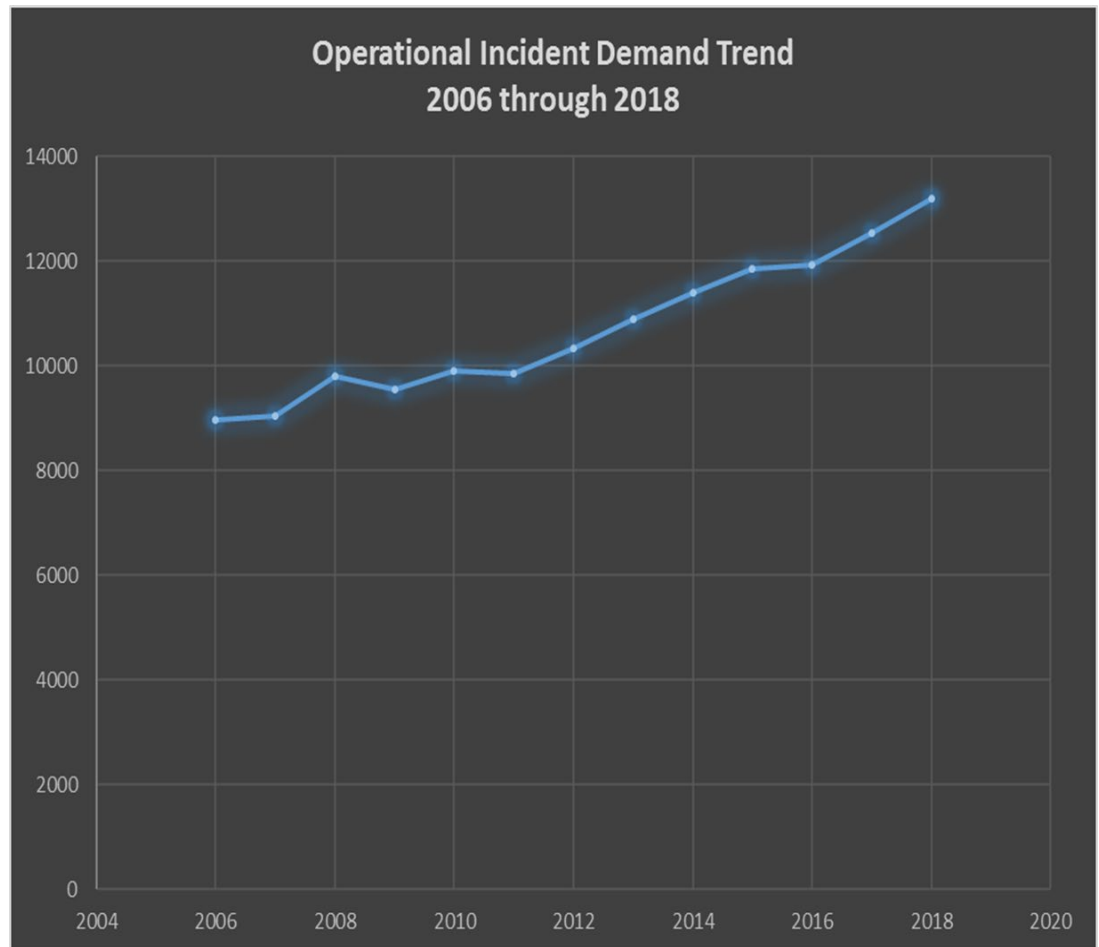
Zone	Count 2013	Count 2017	Difference	Percent Change
1	3492	3823	331	9.5%
11	149	174	25	16.8%
12	72	85	13	18.1%
2	1211	1298	87	7.2%
3	1601	2221	620	38.7%
4	925	983	58	6.3%
5	2200	2578	378	17.2%
BC	371	399	28	7.5%
DG1	63	86	23	36.5%
DG2	68	72	4	5.9%
DG3	168	209	41	24.4%
DG4	67	103	36	53.7%
DG5	50	61	11	22.0%
EC	434	444	10	2.3%



Trend

Incident Demand 2006-2018

- 2006 through 2017 represents an increase of **39.99%** in call volume.
- Over this time, the department has reduced its workforce within the City of Lawrence, but the department budget has increased over time towards maintaining quality service county-wide.
- 2018 is projected to add an additional **5%** in emergency incidents.



Time is Critical

Whether it is a fire, emergency medical call, rescue, or hazardous materials release, time is critical to rapidly changing factors associated with incident mitigation and its outcome.

The **OUTCOMES** of these events correlate to the condition of the hazard or illness upon the arrival of fire medical.

- Strategies, tactics, and tasks for mitigation are correlated to conditions upon arrival in an organized incident action plan.
 - Numerous factors affect conditions upon arrival, some of them are controllable, others are not.
-

Response Time

It Starts With 9-1-1

Alarm handling

- Starts when the dispatcher answers 9-1-1 and end when fire medical units are dispatched.
 - (Benchmark 60 seconds; 90% of the time)

Turn out

- Starts when fire medical units are notified and ends when they are responding.
 - (Benchmark 90 seconds; 90 % of the time)

Travel time

- Starts when fire medical units are responding and ends when units arrive on scene.
 - (Benchmark 4 minutes in urban zones, 10 minutes in rural zones; 90% of the time)

Total response time

- The sum of alarm handling, turn out, and travel time.
 - (Benchmark 6:30 in urban, 12:30 in rural zones; 90% of the time)
-

Response Time Benchmarks

Urban Areas

Total Response Time Components	Urban Benchmark
Alarm Handling	1:00
Turn out	1:30
Travel time 1st unit (distribution)	4:00
Total Response Time 1st Unit	6:30
Travel time ERF (concentration)	8:00
Total Response Time ERF	10:30

- Urban benchmarks are applied in urban density planning zones:
 - City of Lawrence
 - City of Eudora
 - Baldwin City
- Benchmarks are based on consensus standards, such as the National Fire Protection Association (NFPA) and an internal study.
- Turn out benchmarks are based on an internal study, as documented in the 2017 SOC.

Response Time Actuals: EMS (Urban Zones)

EMS Response Times	Benchmark	2017	2012-2016 SOC	2008-2011 SOC
Alarm Handling	1:00	2:46	2:54	3:21
Turn-out	1:30	1:30	1:37	2:01
Travel 1st Unit	4:00	5:49	6:35	4:21
Travel Effective Response Force	8:00	6:52	7:46	5:07
Total Response Time 1st Unit	6:30	9:39	10:20	7:58
Total Response Time Effective Response Force	10:30	10:30	11:07	8:33

Reliability of Benchmark Response Time By Urban Planning Zone

Reliability of **High Risk Medical** Urban Benchmark Travel Times by Planning Zone

High Risk Medical	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	City-wide
Reliability 2013-2017	76% (-3%) n=169	84% (-1%) n=80	77% (even) n=163	76% (+1) n=64	68% (-4%) n=142	75% (-2%) n=618

High Risk Medical	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	City-wide
Reliability 2017	78% n=37	88% n=16	70% n=47	88% n=17	70% n=37	76% (+1%) n=154

Reliability of **High Risk Medical** Urban Benchmark Travel Times in Eudora and Baldwin

High Risk Medical	Eudora	Baldwin City
Reliability 2013-2017	25% (+12%) n=40	74% (even) n=31

High Risk Medical	Eudora*	Baldwin City
Reliability 2017	78% n=9	63% n=8

* Ambulance added in February of 2017

Agreement History

1996 Agreement (consolidation)

- LFD combines services with DCAS
 - Original Budgets
 - LFD \$5,241,023 73.75%
 - DCAS \$1,865,201 26.24%
 - Total \$7,106,224 100%
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1996 Agreement

- Scope of Services
 - Prior to agreement
 - Deployment positions following
 - City of Lawrence (four stations)
 - Baldwin City (one station)
 - January 01, 1998
-

1996 Agreement

- Financial Obligations – Section 5
 - Operating Budget (requested)
 - 74% City of Lawrence
 - 26% Douglas County
 - Quarterly payments to the City for the 26%
-

1996 Agreement

- Financial Obligations – Section 5a

“It shall be the obligation of the County to finance all costs associated with the provision of ambulance service to the entire County, including within the City of Lawrence”

1996 Agreement

- Capital Obligations
 - \$5000 or greater
 - City of Lawrence 100% Fire
 - Douglas County 100% EMS
-

1996 Agreement

- Fees for Service
 - City and County will jointly establish fees for service by EMS
 - Collection Responsibilities
 - City collects, pays to County on quarterly basis
-

Agreement Amendment 1998

- Financial obligation change
 - 75% City of Lawrence +1%
 - 25% Douglas County -1%
 - Method of payment
 - Projected revenue paid quarterly
 - Remaining balance in 12 monthly payments
-

Agreement Amendment 2000

- Section 3:
- Financial obligations change
 - Budget percentage obligations removed:
“establish jointly”
 - 74.36% City of Lawrence
 - 25.64% Douglas County
- Deputy Director to Director



City of Lawrence

Emergency Output 2017

20 Years Later

•EMS	9,468	+3,937	Since 1997
•Fire	2,832	+1,137	
•CSI	226	+138	
•Total	12,526	+5,212	
•2018	*13,555	+6,221	projected

EMS Operating Cost Assessment

PBB

Program Name	Total Cost
Emergency Medical Service Ops	7,375,041
Fire Suppression	2,471,652
Professional Development	1,281,925
Emergency Communications Management	994,499
Operations Division General Administration	968,682
Community Education and Public Relations	846,581
Facilities Management	832,575
Technical Rescue	757,962
Fleet Management	750,724
Hazmat	731,884
Prevention and Life Safety Inspections	664,433
Prevention Division General Administration	581,969
Accreditation Management	415,725
Administration Division General	404,356
Technology Services	369,224
Training Division General Administration	331,000
Protective Equipment and Uniforms	323,419
Employee Health, Safety and Wellness	296,470
Special Event Stand by Services	193,273
Breathing Apparatus Management	171,914
Operations Scene Rehabilitation	170,802
Ambulance Billing	166,547
Fire Investigations	159,475
EMS Division Administration	140,911
Coroner Services	125,114
Tactical Medic	112,328
Domestic Preparedness	84,541
CPR Training	73,438
Public Information Officer	42,512

Other Costs:

- CMO
- Facilities
- Finance
- Fleet
- Human Resources
- Legal
- Risk Management
- Technology

2017 Incident Output Ratio Costs

•EMS	75%	\$16 M
•Fire	23%	\$ 5 M
•CSI	2%	\$0.4M

Exchange of Funds/Costs

- Revenue
 - Ambulance user fees
 - Cost Recovery
 - Monthly
 - Quarterly
 - City vs. County expenses
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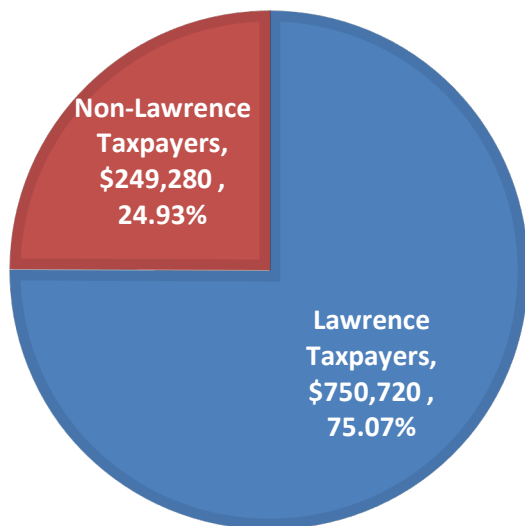
Addition of an Ambulance Located in Eudora 2017

- History and separate agreement
 - Financial Obligations
 - 100% Douglas County
 - Costs are invoiced to Douglas County in the 4th quarter for personnel actuals.
 - 8 personnel
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Key FM Example

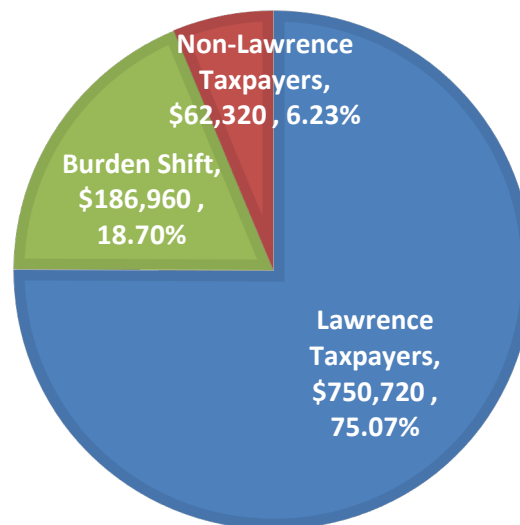
Eudora Station

- 100% paid for by Douglas County



Baldwin City Station

- 25% paid for by Douglas County and 75% paid for by City of Lawrence



Adjoining Agreements

- Douglas County Ambulance Service Charges
 - Medical Director
 - Douglas County First Responder
 - Douglas County EMS Claims
 - Douglas County Emergency CC
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Recommendations by LDCFM

- Pursue equitable financial obligations based on the provision of EMS services.
 - Incorporate clear language for capital obligations.
 - Review of Coroner Scene Investigator Program.
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Recommendations cont.

- Review the Provision of Technical Rescue in the County.
 - Minimize the exchange of monies to reduce errors.
 - Clearly identify the governance and administration for whom the Fire Chief reports.
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Questions

Questions
