

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

ADDRESSING THE COMMISSION: Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item.

Individuals are asked to come to the microphone, sign in, and state their name. We ask that you sign in so that we can get the spelling of your name correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, JUNE 5, 2019

4:00 p.m. - WORK SESSION

- (1) [Planning for Zero Suicide Initiative. \(Bob Tryanski\)](#)

5:30 p.m. BUSINESS MEETING

- [Proclamation declaring June 2019 as "LGBTQ+ Pride Month" \(Brandon Eisman\)](#)
- [Proclamation for "National Gun Violence Awareness Day" \(Spencer Yost-Wolff\)](#)

CONSENT AGENDA

- (1)
 - (a) Consider approval of Commission Orders;
 - (b) [Consider approval of Medicaid Match Contract between the Lawrence-Douglas county Health Department and the Kansas Head Start Association to match funds for the KHSA Parent Health Literacy project. \(Dan Partridge\);](#)
 - (c) [Consider approval to solicit bids for contract maintenance work for the 2019 Public Works season. \(Keith Browning\);](#)
 - (d) Consider approval of the minutes for May 1, May 8 and May 15, 2019; and
 - (e) Accounts payable.

REGULAR AGENDA

- (2) [Consider expansion of the WRAP program for the 2019-2010 school year in partnership with the Bert Nash Community Health Center to serve USD 348, USD 491 and USE 343 \(Bob Tryanski\)](#)
- (3) [Discussion of homestead destroyed natural disaster \(Steve Miles\)](#)
- (4) Tornado response update (Sarah Plinsky). For information only. No backup.
- (5) Appointments:
 - Community Corrections Board Advisory Board (1) position open (Social Services)
 - Douglas County Food Policy Council (2) positions open (Local food system/Ag Producer)
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) positions
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
- (6) General Public Comment

General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (7) Committee Reports
- (8) Commissioner and/or Administrator Miscellaneous
- (9) Adjourn

WEDNESDAY, June 12, 2019

- Louie McElhaney private road options (Tonya Voigt)
- Consider a request from the Lawrence Community Shelter to approval an additional \$148,000 for FY 2019. (Jill Joliceour)

WEDNESDAY, June 19, 2019

4:00 p.m. – WORK SESSION

- Budget

5:30 p.m. – REGULAR MEETING

Consent:

- Receive the Public Incentives Review Committee recommendation for the *2018 Annual Report: Economic Development Support & Compliance*. Review and accept the report, if appropriate. (Britt Crum-Cano)

Regular Agenda:

- Receive recommendations from the Public Incentives Review Committee (PIRC) and consider approving an amendment to the 826 Pennsylvania Street NRA Plan, adopted November 15, 2016 by Ordinance No. 9304, clarifying administration and compliance requirements for affordable housing. (Brigg Crum-Cano)

-SP-19-00200 A site plan for construction of a 24,000 square foot manufacturing building, a 240 square foot pedestrian connector structure, and additional parking for expansion of McFarlane Aviation Manufacturing. The property, Lot 1 Block 1 Vinland Airzone 2nd Plat, contains approximately 39.6 acres and is addressed as 684 E 1700 Road. Submitted by Hernly Associates, Inc. for Land and Sky, LC, property owner of record. (Mary Miller is the Planner)

WEDNESDAY, June 26, 2019

No Work Session

WEDNESDAY, AUGUST 28, 2019

- Proclamation for "First Responders Appreciation Month"

WEDNESDAY, OCTOBER 2, 2019- cancelled

***Note:** The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

Zero Suicide in Douglas County Summary/Timeline

In alignment with the 2018-2023 Douglas County Community Health Plan strategy to prioritize prevention, Headquarters, Inc. will be the lead agency on implementing the Zero Suicide Initiative with healthcare agencies serving Douglas County Residents.

Zero Suicide is a healthcare systems approach to suicide prevention which starts with the belief that no one enrolled in the healthcare system should die by suicide. This is achieved through universal screening for suicide risk and enrollment in a suicide care pathway which mitigates immediate risk for suicide and goes on to treat the drivers of suicide.

Section I.

The following healthcare agencies have expressed a commitment to reducing the suicide death and suicide attempt rate in Douglas County through implementing the Zero Suicide Initiative.

- Headquarters, Inc.
- Bert Nash
- LMH Health
- Heartland RADAC
- Lawrence-Douglas County Health Department
- Heartland Community Health Center
- DCCCA

Zero Suicide for Douglas County will be implemented with the support and partnership of:

- Douglas County Suicide Prevention Coalition
- Douglas County Schools

Year One:

The scope of work for Headquarters, Inc. in year one will focus on three areas in alignment with the SPF process being guided by DCCCA to identify prevention strategies for Douglas County. Headquarters, Inc. will guide the participating agencies in conducting an internal assessment of their readiness and capacity to implement the Zero Suicide approach. Headquarters, Inc. will also lead the agencies in assessing the readiness of their workforce to implement the Zero Suicide approach. Both of these tasks will conclude with a list of recommendations for the implementation of Zero Suicide approved interventions in their respective agencies. Cross agency meetings used for support in Zero Suicide initiative will be coordinated by Headquarters, Inc. Douglas County schools will be engaged to identify their needs for supporting students at risk of suicide.

In addition to the assessment and capacity building tasks, Headquarters, Inc. will be responsible for working the Education Development Center, the entity who supports the implementation of Zero Suicide Nationally. The goal will be to for all Douglas County agencies to be ready to

participate in a EDC led Zero Suicide Academy in 2020. Detailed deliverable list and timeline for work is included in Section III.

Year Two:

Participating agencies will conclude Year Two with a workforce competent and confident in addressing the suicide risk of anyone presenting for any type of healthcare service. Agencies will participate in a Zero Suicide Academy coordinated by Headquarters, Inc. Headquarters, Inc. will continue to work with agency implementation teams on implementing the necessary trainings and evidence-based practices within their organizations. All outside contracts will be coordinated by Headquarters, Inc. and funded through budget allocated to Headquarters, Inc. (including the Zero Suicide Academy). Quarterly county level implementation team meetings will continue to build a community of learning and continual evaluation to support the Zero Suicide Initiative. Headquarters, Inc. will offer evidence-based trainings or coordinate bringing those trainings to the providers in Douglas County.

Year Three:

Headquarters, Inc. will focus on helping agencies to review internal and county level data related to suicide. The focus of work in this year of the project will be to build capacity and expertise in evaluating this data with the purpose of continued improvement.

Projected Budget:

Zero Suicide Implementation Year	Projected Budget for Headquarters, Inc.
Year One	\$75,000
Year Two	\$110,000
Year Three	\$32,500
Total:	\$207,500

Year One Itemized Budget:

Item	Cost
.75 FTE for Zero Suicide assessment, capacity and planning tasks	\$39,607
.25 FTE for school consultation and staff development for suicide prevention	\$9,500
Benefits @ 19.65%	\$8,864
External Educational Programs to build capacity for ZS	\$4,000
School Materials	\$1,579

Equipment (2 laptop, docking station and projector)	\$3,000
General Office Supplies (7 months @ \$50/month)	\$350
Travel (1,200 miles @ \$.40/mi) to include travel to Sedgwick Co	\$600
Indirect @ 10% of total	\$7500
Total	\$75,000

Section II.

Assessment

Tasks:

1. Meet with leadership of each participating healthcare organization
2. Establish Zero Suicide Implementation Team at each organization
3. Complete Zero Suicide Organizational Self-Study
4. Coordinate internal policy and procedure review
5. Review results of Organizational Self Study with each agency
6. Work with agency implementation teams to identify existing data collection and data points
7. Work with existing data/evaluation team to create list of additional data needed
8. Create aggregate report on agencies readiness for Zero Suicide

Capacity

Tasks:

1. Workforce is assessed for beliefs, training and skills needed to care for individuals at risk for suicide through a survey
2. Headquarters will coordinate with agency implementation teams to create plan for dissemination
3. Review results of the survey with implementation teams
4. Create training and policy recommendations for each agency based on survey results

Planning

Tasks:

1. Headquarters will convene and lead quarterly meetings with representative of each agency to create a county-wide implementation team
2. Create recommended task list of each agency and assess internal capacity for trainings
3. Coordinate and collaborate with participating agencies to ensure health equity and representation is prioritized in the assessment and capacity building phases.

4. Work with the Education Development Center to plan the Zero Suicide Academy in 2020.

Section III.

Task	Timeline	Notes
Initiate contact with agencies and identify implementation teams	Weeks 1-12	
Complete Organizational Self study	Weeks 12-22	
Review results of self-study and create internal readiness estimate	Weeks 22-32	
Data Evaluation	Weeks 1-22	Participation in the data analyst meeting at the Health Department will begin immediately
Workforce Study with each agency	Weeks 32-36	
Create and share recommendations	Weeks 36-40	
Follow-up on recommendations and identify next implementation steps	Weeks 40-44	
Complete contract with EDC to book date for 2020 Academy	Week 1-6	
Planning for Zero Suicide Academy	Weeks 6-36	Planning will include all communication with the EDC, coordination of faculty, and working with participating

		agencies
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SUICIDE IN DOUGLAS COUNTY

JUNE 5, 2019

Community Health Plan

2

Implement an evidence-based Zero Suicide Initiative

Douglas County, KS

Current

**Organizational
Self-Study** 2018

Goal

Complete
2023

Age-adjusted suicide rate

Douglas County, KS

Current

16.7
Deaths per
100,000
2014-2016

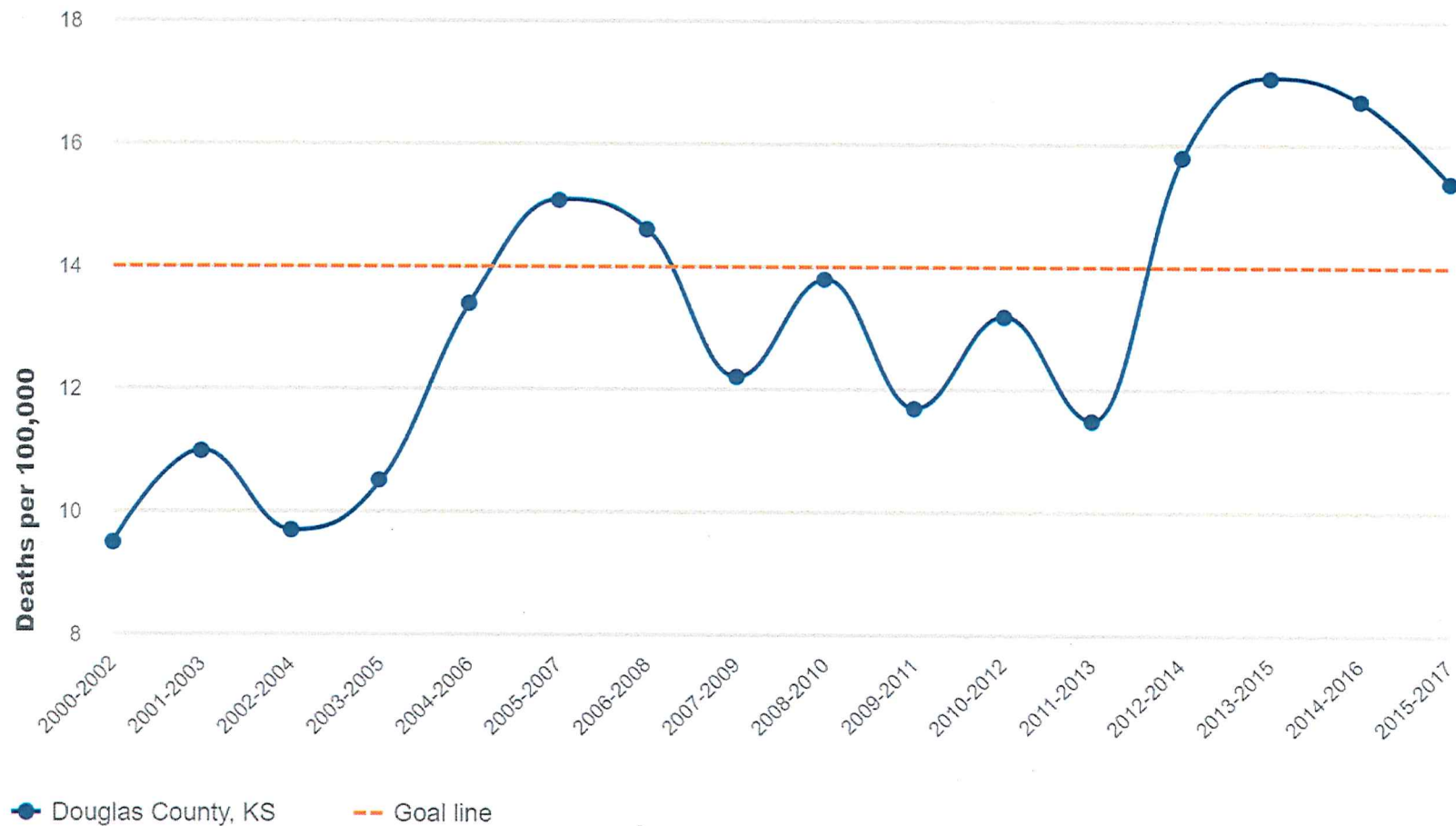
Goal

14.0
Deaths per
100,000
2023

Source: Healthier Together website

Douglas County Suicide Rate

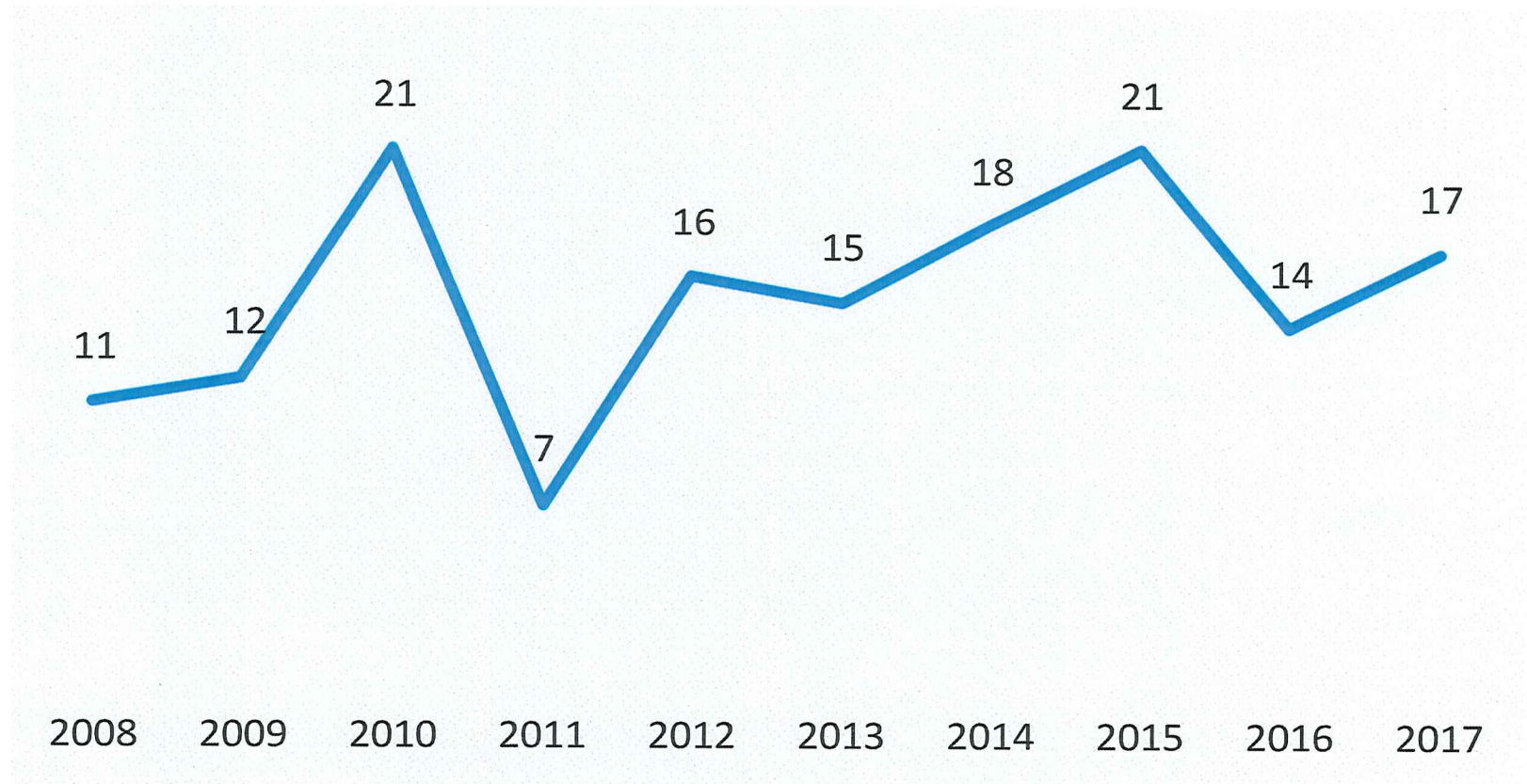
(age adjusted)



Source: KDHE Kansas Information for Communities (death certificate records)

Douglas County Suicide Counts

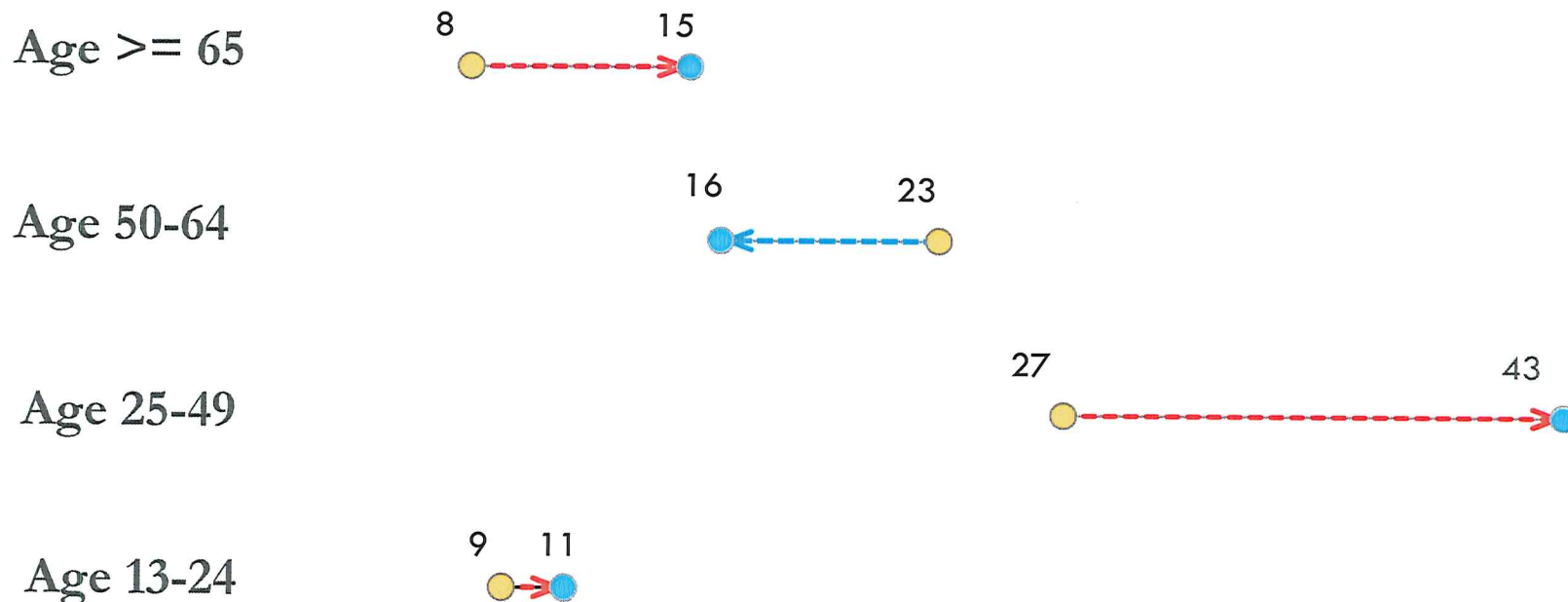
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Source: KDHE Kansas Information for Communities (death certificate records)

Douglas County Suicide trend

Between 2008-2012 and 2013-2017 suicides increased for all age groups except 50-64 year old.



Source: KDHE Bureau of Epidemiology and Public Health Informatics

345 Known Suicide Attempts

(2018)

roughly 1 in 20

6

4

Age 65+

15

Age 50-64

Age 25-49

125

Age 13-24

193

8

Age 10-12

0

50

100

150

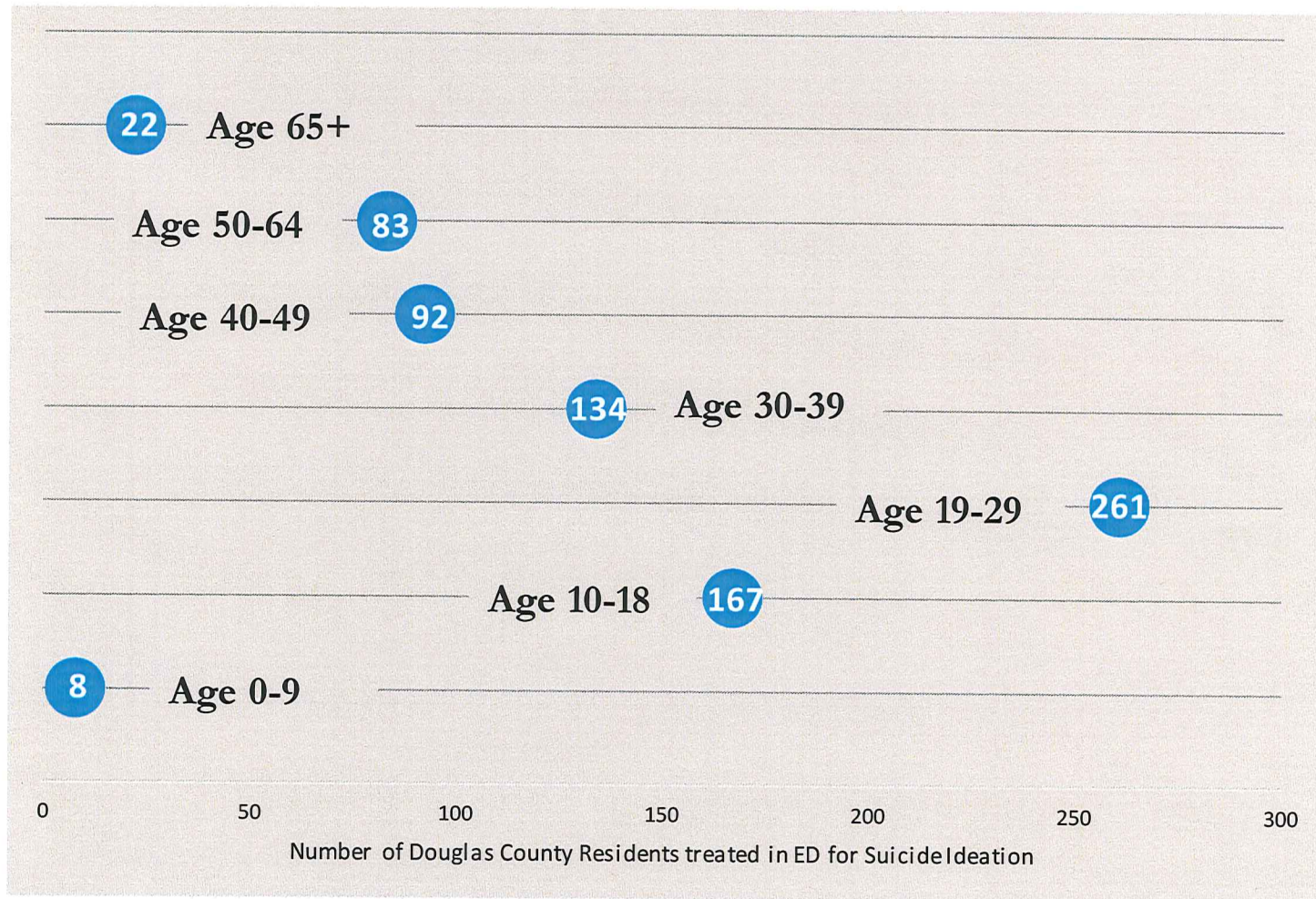
200

250

Source: KDHE Kansas Syndromic Surveillance Program

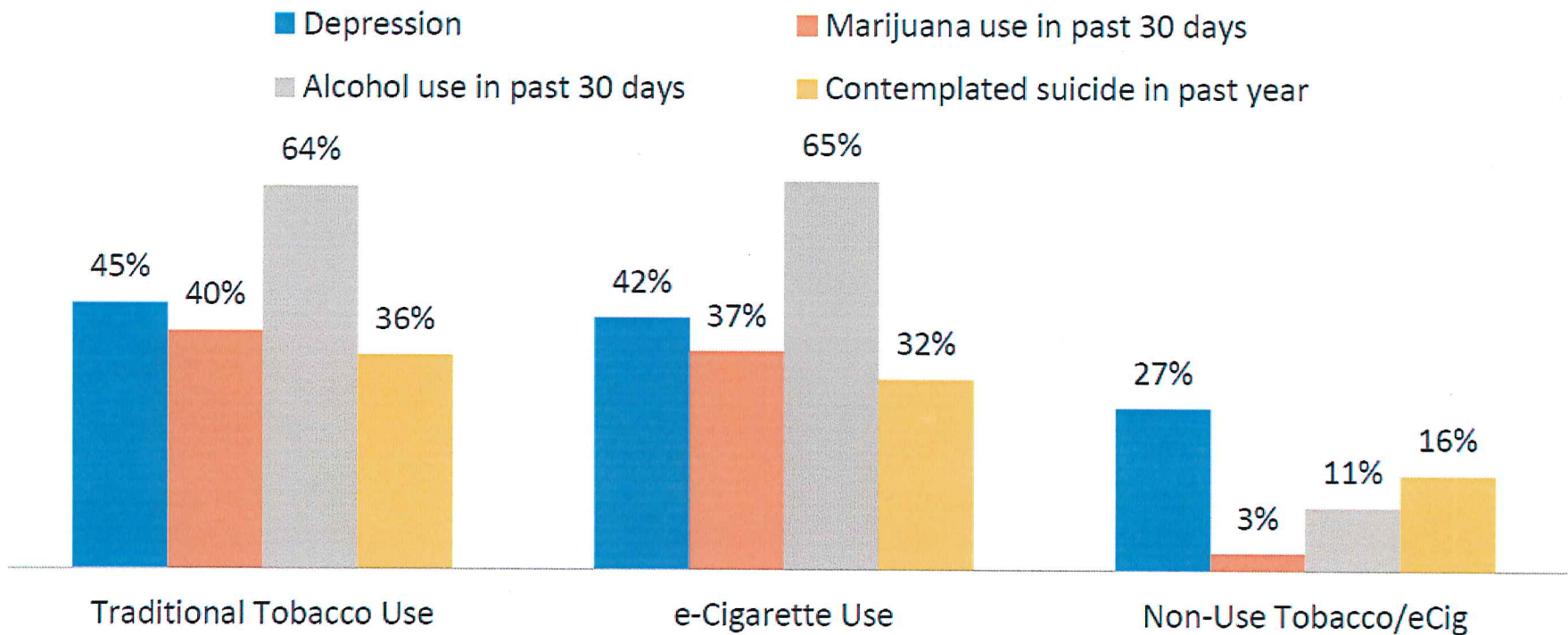
767 Known Suicide Ideations

(2018 ED)



Students at increased risk

8



Source: Kansas Communities that Care Student Survey-2018



Office of the County Commission

PROCLAMATION

LGBTQ+ PRIDE MONTH

JUNE 2019

WHEREAS, the month of June is designated as LGBTQ+ Pride Month and it commemorates the Stonewall Rebellion that occurred during the weekend of June 27-29, 1969 in New York City, New York, that gave birth to the modern lesbian, gay, bisexual, and transgender (LGBT) civil rights movement. The month of June also marks a time when all those committed to justice and equality celebrate the notable achievements and outstanding service that lesbian, gay, bisexual, transgender, queer and others (LGBTQ+) Americans make to our city, state and nation; and

WHEREAS, LGBTQ+ Pride is defined as the positive stance against discrimination and violence toward lesbian, gay, bisexual, transgender, queer and others to promote their self-affirmation, dignity, and equality rights, increase their visibility as a social group, build community, and celebrate sexual diversity and gender variance; and

WHEREAS, individually and collectively, members of Lawrence and Douglas County's LGBTQ+ community contribute greatly to neighborhoods revitalization, economic vitality, arts and culture, and the social fabric of our city, county, state, and country; and

WHEREAS, Lawrence and Douglas County prides itself on its inclusiveness, one of the first counties in the region to have a domestic partnership registry, and protects its residents from discrimination and harassment based on actual or perceived race, color, sex, religion, disability, age, marital status, place of birth, families with children, sexual orientation or national origin, and we are committed to continued social progress and the cause of human rights, celebrating the great diversity of our community.

NOW, THEREFORE, LET IT BE RESOLVED, the Board of County Commissioners of Douglas County, Kansas do hereby proclaim June 2019 as **LGBTQ+ PRIDE MONTH** in Douglas County, Kansas and urge all citizens to join in ending prejudice everywhere it may exist, respect the rights of all people, and celebrate the diversity and richness of our County.

ADOPTED this 5th day of June, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Michelle Derusseau, Chairman

Patrick Kelly, Vice -Chair

Nancy Thellman, Member



Office of the County Commission

P R O C L A M A T I O N

NATIONAL GUN VIOLENCE AWARENESS DAY

JUNE 7, 2019

WHEREAS, every day, 100 Americans are killed by gun violence and over the past five years, more than 200,000 Americans have sustained non-fatal firearm injuries; and

WHEREAS, protecting public safety in the communities they serve is the highest responsibility of City government; and

WHEREAS, by wearing orange on June 7th and 8th, Americans will raise awareness about gun violence and honor the lives stolen by gun violence.

NOW, THEREFORE, LET IT BE RESOLVED, the Board of County Commissioners of Douglas County, Kansas do hereby proclaim June 7, 2019 to be

NATIONAL GUN VIOLENCE AWARENESS DAY

in Douglas County and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

ADOPTED this 5th day of June, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Michelle Derusseau, Chairman

Patrick Kelly, Vice -Chair

Nancy Thellman, Member

memo



To: Douglas County Board of County Commissioners
From: Peggy Kelly, Executive Director
CC: Robin Crabtree, Douglas County
Date: May 22, 2019
Re: Medicaid Match Contract Amendment Approval

Comments: We appreciate your continued support of the Medicate Match Contract between the Lawrence-Douglas County Health Department and the Kansas Head Start Association, a Lawrence based 501 c 3 not for profit organization.

The contract allows a dollar for dollar Medicaid match of the funds utilized for the KHSA Parent Health Literacy project. The project provides an evidence-based health literacy tool to low-income parents of young children and hands on instruction for how to use the What To Do When Your Child Gets Sick resource.

We appreciate your support of this on-going partnership and project.

**SECOND 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 "SECOND Amendment") effective as of July 1, 2019 (the "Effective Date") subject to the provisions below.

1. EXTENSION OF CONTRACT PERIOD

This agreement is extended for the period July 1, 2019 through June 30, 2020.

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.

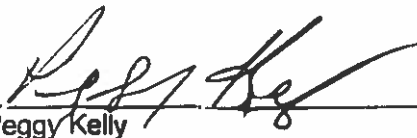
The Kansas Head Start Association shall request the quarterly draw down of funds in the approximate amount equal to, but not greater than \$10,000 on or about October 1, 2019; January 1, 2020; April 1, 2020; and July 1, 2020.

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 Second Amendment.

KANSAS HEAD START ASSOCIATION



Peggy Kelly
Executive Director

4/5/19
Date

BOARD OF COUNTY COMMISSIONERS

Michelle Derousseau,
Chair Douglas County,
Kansas

Date

**LAWRENCE-DOUGLAS COUNTY
HEALTH DEPARTMENT**



Dan Partridge
Director

5/20/2019
Date

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Lee A. Norman, M.D.
Secretary

Date



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : May 30, 2019

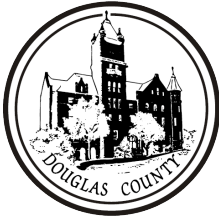
Re : Consent Agenda approval to solicit bids for 2019 contract maintenance work
Project No. 2019-06; Mill & Overlay

In accordance with the Purchasing Policy, we request approval to solicit bids for contract road maintenance work this season. The 2019 Mill & Overlay consists of Milling (Transition and/or 1.5"), Asphalt Patching and Surfacing, Aggregate Shouldering, and Traffic Control on Douglas County Route 438 (K-10 to Route 1029) and Route 1029 (Route 438 to Lecompton) approximately 0-5 miles southeast of Lecompton, KS.

We plan to open bids this June with the work proceeding this summer and fall. Following the bid openings, contracts will be presented to the BoCC for approval.

Road & Bridge Fund 201 includes \$1,350,780 for road maintenance contracts, and the CIP includes \$300,000 available for annual contract pavement maintenance. This is adequate funding for the planned contract maintenance work.

Action Required: Consent Agenda approval to solicit bids for contract maintenance work for the 2019 season.



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

MEMO TO: Board of County Commissioners

FROM: Bob Tryanski, Director of Behavioral Health Projects

SUBJECT: WRAP Expansion

DATE: June 5, 2019

Douglas County and the Behavioral Health Leadership Coalition have identified the expansion of Bert Nash Center's WRAP (Working to Recognize Alternative Possibilities) program as a priority of the Proposition One referendum and the Community Health Plan that was adopted in the fall of 2018.

WRAP is a school-based mental health program that integrates master's level mental health professionals in Douglas County schools. The goal of the program is to help students succeed in school by addressing their social and emotional health needs. WRAP has been in existence since 1997. The program was developed by the Bert Nash Center in partnership with USD 497 and was initially supported through funding from the U.S. Department of Juvenile Justice and Delinquency Prevention.

Bert Nash currently has 15 WRAP Specialists providing services in Douglas County schools. The county currently provides funding to support six of these positions and a portion of the cost for two managers. Under the sales tax referendum, funding was identified to support a total of five new WRAP Specialists. Two positions will be supported in USD 348 (Baldwin) and USD 491 (Eudora); one position will be supported in USD 343 (Perry-Lecompton).

In 2018, USD 491 created a position in anticipation that funding for that position would be provided by the County if the referendum was successful. Working in collaboration with the superintendents of all four school districts, Bert Nash recently solidified its partnership with the districts through memorandums of understanding for the WRAP program in the coming 2019-2020 school year. A sample copy is attached for reference. A portion of the funding to extend WRAP in year one will come from sales tax dollars available in 2019.

The following motions are recommended to expand WRAP beginning in the 2019-2020 school year:

“Approve a memorandum of understanding between Douglas County and USD 491 to support one existing WRAP position at a cost not to exceed \$45,277 in FY 2019 and FY 2020 sales tax revenues.”

“Authorize funding in an amount not to exceed \$208,000 in FY 2019 and FY 2020 sales tax revenues to support four additional WRAP workers to the Bert Nash Community Mental Health Center serving USD 348, USD 491, and USD 343 for the 2019-2020 school year.”

Memorandum of Understanding

Working to Recognize Alternative Possibilities (WRAP) Program

This document serves as a guide and an agreement between Bert Nash Community Mental Health Center and the School Districts: Lawrence Public Schools (USD 497), Baldwin Public Schools (USD 348), Perry-Lecompton Public Schools (USD 343), and Eudora Public Schools (USD 491). This document stems from a collaborative effort to reach consensus regarding the WRAP program, its implementation, and accountability.

The term of this Agreement shall commence on _____ and terminate in one calendar year, provided that notice to terminate must be submitted in writing by one of the parties hereto at least 60 days prior to the end of the term. Should no notice be submitted, the term of this Agreement shall automatically renew for consecutive one-year periods. Failure to abide by the terms of this Agreement shall constitute default. The non-defaulting party shall provide written notice of the alleged default and the party to whom notice is provided shall have ten (10) days to respond to the allegation, and if there is a violation of the agreement, twenty (20) days to cure.

The WRAP Program is staffed by WRAP Program Managers and WRAP Specialists.

The parties agree that a WRAP Program Manager is:

1. A Licensed Mental Health Professional that is licensed to practice independently by the State of Kansas Behavioral Sciences Regulatory Board in a behavioral health discipline.
2. Provides supervision to WRAP Specialists through a weekly WRAP team meeting, a monthly Bert Nash Child and Family Services department meeting, and individually as needed.
3. Maintains regular contact with both District and Building Level Administrators to ensure the successful operation of the WRAP Program.
4. Submits monthly to Districts the number of clients served by location and provider.

The parties agree that a WRAP Specialist is:

1. A Licensed Mental Health Professional that is licensed at the intermediate or independent level by the State of Kansas Behavioral Sciences Regulatory Board in a behavioral health discipline.
2. Assigned to one or more schools for the provision of behavioral health services as part of the educational team at each school.
3. A member of their school(s)'s mental health team and expected to be a regular attendee at meetings.

The parties agree that the goals of the WRAP Program are as follows:

1. Provide mental health support for optimum well-being and functioning of the school and school community.
2. Provide local access to mental health improvement interventions in the least restrictive setting, removing as many barriers as possible.
3. Provide coordinated access to more intensive resources outside of the school setting as needed.
4. Engage students and their collaborative caregivers in treatment activities for identified needs.
5. Increase a sense of connection to trusted adults in the school setting.
6. Minimize symptomology of mental health concerns.

7. Optimize functioning of students in response to student needs.
8. Optimize functioning of the education system in response to student needs.
9. Support for school staff.
10. Assure non-duplicative services, allowing for the school district and school staff to focus on their specialties.

The parties further agreed there are four key elements for the ongoing success of the WRAP Program.

1. Care Collaboration/Integration
2. Continuity of Care
3. Partnership Health
4. Data and Accountability

Definitions and expectations of each of these is outlined below.

Care Collaboration/Integration

The parties agree that it is vital for Bert Nash and the School Districts to partner around care for students and their families.

1. The WRAP Specialist shall have contact with the youth enrolled in schools pursuant to an established referral process adapted for each school and established by this agreement. The WRAP Specialist in partnership with school based mental health team shall determine the level of need of the youth being served, and the WRAP Specialist shall make an allotment of time for consultation services to school personnel, juvenile justice agencies, and welfare agencies.
2. Bert Nash agrees to provide prevention/intervention services to students and their families aligned with programing as defined by this agreement and enrolled in any of the Douglas County schools and other venues deemed appropriate by the School District and Bert Nash staff.
3. Whenever possible, and as soon as practicable, the WRAP Specialist will request a Consent to Release Information form be signed by parents/guardians before providing WRAP services to a particular student.
4. Mental and behavioral health services provided at Bert Nash are independent of the WRAP program. The parent/guardian does not need to sign the Consent to Release Information form between Bert Nash and the School District for the student to receive services at Bert Nash.
5. The WRAP Specialist will consult with the school's Building Administrator and Mental Health Team members on the prevention/intervention services to students and their families, as needed.
6. The Building Administrator may assign tasks to the WRAP Specialist consistent with goals of the WRAP Program outlined above. Some examples may include: responding to a crisis within the school building, completing an observation of a student or classroom to support the preparation of reports and plans, and coordinating the signing of releases.
7. The School Districts agree to provide office facilities for Bert Nash staff at local schools and administrative support services as needed.
8. Bert Nash will provide WRAP Specialists with a computer and other technology and resources necessary to complete their role.
9. School Districts will provide the WRAP Specialist with a School District email account and access to student information systems such that they can be effective in providing services to children

and youth. The student information may not be shared outside the school with any agency/third party provider without a Consent to Release Information form completed and submitted to the Building Administrator.

10. The WRAP Specialist, while considered a Bert Nash employee, shall be accountable to the Building Administrator while on-site in a School District building and be considered part of the institutional team providing educational support services.
11. The WRAP Specialist will provide Building Administrators a copy of their working schedule and inform them when they will be absent from the building.
12. The WRAP Specialist will provide Building Administrators with a list of students they are serving and a summary of treatment plan goals and objectives on an ongoing basis.

Continuity of Care

The parties agree that communication and care must happen seamlessly between all members of the educational team for the benefit of children, their families, and the community. As such:

1. WRAP Specialists will be part of the education support team and will coordinate care between students and other school staff.
2. WRAP Specialists will work to coordinate care between students and their providers at Bert Nash.
3. WRAP Specialists will work with families to obtain a Consent to Release Information from the parent/guardian of each student served by the WRAP Specialist.
4. WRAP Specialists will ensure that children and families are aware and linked to other available resources in the community.

Partnership Health

The parties agree that the recruitment, hiring, and on-boarding of WRAP Specialists and the retention and evaluation of current WRAP Specialists shall be collaborative and include:

1. Joint recruitment efforts which shall include posting of WRAP Specialist job opportunities on each parties' recruitment platform.
2. Joint review of applicants which would include: a WRAP Program Manager and a Building Administrator or their designee (designee should be another Building Administrator and not a peer to the WRAP Specialist). Other team members may be included at the discretion of the WRAP Program Manager and/or Building Administrator.
3. A collaborative interview process that includes representatives from both Bert Nash and the School District/building where the WRAP Specialist will be placed.
4. Bert Nash, as the employer of the WRAP Specialist, will make the final determination on extending an offer of employment, but consideration will be given to the feedback provided through the steps above.
5. Building Administrators and/or their designee (designee should be another Building Administrator and not a peer to the WRAP Specialist) shall provide feedback to the WRAP Program Manager on a quarterly basis to be included in the WRAP Specialist Quarterly Evaluation at Bert Nash.

6. WRAP Specialists shall attend all district and building level trainings as requested by their Building Administrator, with the exception of trainings that are focused on curriculum.
7. WRAP Specialists, their WRAP Program Manager, and the Building Administrator shall work together to identify the “duty day”, which may vary individually and by building.

The parties agree regular communication shall take place between the parties and shall include, at a minimum:

1. A quarterly meeting to include representatives from Bert Nash, each School District and Douglas County.
2. A monthly meeting between Bert Nash and each School District, where opportunities and concerns can be addressed and data is shared and reviewed.

The parties agree if there is a concern with an individual WRAP Specialist, a district representative shall communicate said concern to the WRAP Program Manager within 3 business days. If there is a larger program concern, that should also be communicated to the WRAP Program Manager within 3 business days and / or addressed at the quarterly partnership meeting.

Data and Accountability

The parties agree that Bert Nash will:

1. Submit monthly reports regarding the number of individuals served by the WRAP Specialist and by School Building to the School Districts, including service times and types.
2. The WRAP Specialist will provide the School Administrator and School Mental Health Team with a summary of goals with students and recommendations for strategies to support student well-being. Additionally, the WRAP Specialist will report on any perceived trends in their building.
3. Submit a quarterly Executive Summary to each school district highlighting the number of individuals served by the WRAP Specialist and School Building and a summary of key trends, opportunities, and challenges.
4. Annually, and in partnership with the School Districts, submit an Executive Summary to the Douglas County Commission highlighting the number of individuals served by the WRAP Specialist and School Building and a summary of key trends, opportunities, and challenges.
5. Additional reports and data may be requested as needed by the School District and Bert Nash will have five business days to respond.

The parties agree that School Districts will:

1. Provide statistical information relative to the WRAP Program including number of suspensions, truancies, drop outs, grades etc.
2. Bert Nash staff engaged in the WRAP Program shall have access to student records, as needed. The student information may not be shared outside the school with any agency/third party provider without a Consent to Release Information form completed and submitted to the Building Administrator.

Additionally, the parties agree that:

Bert Nash and the School Districts agree that the WRAP Specialists are independent contractors of Bert Nash to the School District and under no circumstance should be considered employees of the School

District. Both Bert Nash and the School Districts understand and agree that Bert Nash shall be responsible for any and all employment related obligations including, but not limited to, Worker's Compensation and any other applicable insurance and benefit(s) provided to the WRAP Specialist such as: health insurance, KPERS, paid leave time, and any other voluntary benefits offer by Bert Nash.

Bert Nash will indemnify and hold harmless the School Districts and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by Bert Nash, or any employee or agent of Bert Nash, in the performance or omission of an act or responsibility assumed or deemed to be assumed by Bert Nash pursuant to this Agreement.

The School Districts will indemnify and hold harmless Bert Nash and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by the School Districts, or any employee or agent of the School Districts, in the performance or omission of an act or responsibility assumed or deemed to be assumed by the School Districts pursuant to this Agreement, to the extent allowed by law.

All parties agree that the WRAP Specialists are contractors to the School Districts hired by Bert Nash to fill an institutional position to provide educational support services. As such, the WRAP Specialist's records shall be considered educational records, and the WRAP Specialist shall comply with all Family Education Rights and Privacy Act (FERPA) requirements.

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.

Unified School District #491

**Bert Nash Community Mental Health Center,
Inc.**

District Superintendent

Chief Executive Officer

Date

Date

School Board Representative

Date

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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Commissioners of Douglas County, Kansas (“County”) and the Board of Education of Unified School District 491 (“Board”), effective as of the date it has been executed by the parties hereto.

WHEREAS, the Board employs Susan DeVoe (“Ms. DeVoe”) as a social worker in USD 491 in the position of WRAP Worker at Eudora Middle School; and

WHEREAS, WRAP workers are ordinarily provided to school districts in the County by Bert Nash, as opposed to being directly employed by a school district; and

WHEREAS, in the case of Ms. DeVoe, the County and the Board previously agreed that the Board would employ Ms. DeVoe directly and the County would reimburse the Board for the amount of her annual salary; and

WHEREAS, this arrangement has been satisfactory to the Board and to the County; and

WHEREAS, the parties also intend that, at such time as Ms. DeVoe is no longer employed by the Board, or if still employed by the Board but no longer serving in the position of WRAP Worker at Eudora High School, the County will no longer provide funds to the Board for Ms. DeVoe’s salary or the salary of her replacement or a comparable position; and

WHEREAS, the parties wish to set forth their understanding and agreement concerning these matters in this MOU,

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. For so long as Ms. DeVoe is employed by the Board in the position of WRAP Worker for Eudora High School, the County will reimburse the Board for the cost of Ms. DeVoe’s annual salary, to a maximum amount of \$45,277 for the 2019-2020 school year, plus reasonable annual adjustments for future school years as agreed upon by the County and the Board in advance. If the County and the Board do not agree on the amount of an annual adjustment, the County’s obligation will be capped at the prior year’s reimbursement amount.

2. At such time as Ms. DeVoe is no longer employed by the Board, or is no longer employed by the Board in the position of Wrap Worker for Eudora High School, the County will cease to reimburse the Board for Ms. DeVoe’s salary, and will have no further obligation to provide funds for this position.

3. Pursuant to the Kansas Cash Basis Law, if, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the funding provided for by this MOU, the County may terminate this MOU at the end of its current fiscal year. County agrees to give written notice of termination to Board at least 30 days prior to the end of its current fiscal year.

4. The parties acknowledge and agree that Ms. DeVoe is employed by the Board and not by Douglas County. The Board and the County are not partners, joint employers, or joint- or co-venturers. The Board has no authority to act for or bind the County, and County shall have no liability to Ms. DeVoe or Board arising out of the Board's employment of Ms. DeVoe or the termination or cessation thereof.

5. Board agrees 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 all other state and federal anti-discrimination laws and regulations. Board agrees not to discriminate or retaliate against Ms. DeVoe on account of race, religion, color, sex, disability, national origin, ancestry, or age in her employment with Board and access to programs and activities offered by Board.

6. County shall have no responsibility for, and will not indemnify Board for, any federal, state, or local taxes which may be imposed or levied on account of this MOU or the payments made hereunder.

7. Board agrees to defend, indemnify, and hold County harmless from and against any and all claims, demands, charges, causes of action, losses, penalties, damages, claims for relief of any nature (legal, equitable, or otherwise), attorney's fees, and litigation expenses, arising out of or related in any way to Board's employment of Ms. DeVoe and Ms. DeVoe's employment by Board.

8. There are no third-party beneficiaries of this MOU. Ms. DeVoe is not a third-party beneficiary of this agreement.

9. This MOU shall be governed by Kansas law. This MOU represents the complete agreement of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions, negotiations, or agreements on this subject. No party is relying on any promise or representation not expressly stated herein. Both parties have had the opportunity to consult with counsel of their choosing prior to entering into this MOU and do so of their own free will and accord.

WHEREFORE, the parties have executed this MOU to signify their agreement to the terms and conditions set forth above.

[SIGNATURES ON FOLLOWING PAGE]

BOARD OF EDUCATION, USD 491

Printed Name:
Title:

Date: _____

**BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY, KANSAS**

Michelle Derusseau, Chair

Nancy Thellman, Commissioner

Patrick Kelly, Commissioner

ATTEST:

Jamie Shew, County Clerk

Date: _____

79-1613. Homestead destroyed or substantially destroyed by natural disaster; abatement of tax.

(a) As used in this section:

(1) "Destroyed or substantially destroyed" means damage of any origin sustained by a homestead as the direct result of:

(A) An earthquake, flood, tornado, fire or storm; or

(B) an event or occurrence which the governor of the state of Kansas has declared a disaster, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

(2) "Homestead" means the dwelling, or any part thereof, whether owned or rented, which is occupied as a residence by the household and so much of the land surrounding it, as defined as a home site for ad valorem tax purposes, and may consist of a part of a multi-dwelling or multi-purpose building and a part of the land upon which it is built or a manufactured home or mobile home and the land upon which it is situated. "Owned" includes a vendee in possession under a land contract, a life tenant, a beneficiary under a trust and one or more joint tenants or tenants in common.

(3) "Public or private buyout" means any buyout from a local, state or federal governmental entity or any non-governmental entity, including, but not limited to, an individual, foundation, trust, association, corporation, limited liability company or partnership.

(b) The owner of any homestead listed and assessed for property taxation purposes which was destroyed or substantially destroyed due to an earthquake, flood, tornado, fire, storm, or other event or occurrence which the governor of the state of Kansas has declared a disaster may make application to the board of county commissioners of the county in which such property is located for the abatement of property taxes levied upon such homestead or for a credit against property taxes payable by such owner, as permitted by this section.

(1) If such homestead has been so destroyed or substantially destroyed after January 1 of a particular year but prior to August 15 of such year, the owner of such homestead may make application to such board of county commissioners for the abatement of property taxes levied upon such homestead, or if such property taxes have been paid or partially paid, may make application for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(2) If such homestead has been so destroyed or substantially destroyed on or after August 15 of a particular year but prior to January 1 of the next succeeding year, the owner of such homestead may make application to such board of county commissioners for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(c) An application for relief as permitted by subsection (b) may be made for abatement of property taxes assessed but not yet paid, or for a grant of a credit for assessed property taxes paid or for both, as the case may be, and may be made on or before December 20 of the year next succeeding the year for which such taxes have been assessed.

(d) Upon receipt of any such application, subject to budgetary restraints of the county or taxing subdivision arising from the event or occurrence declared a disaster by the governor, the board of county commissioners shall inquire into and make findings regarding, among other things, whether the property is a homestead, as defined in subsection (a), whether the homestead was destroyed or substantially destroyed, as defined in subsection (a) and the assessed valuation thereof. If it is determined that an owner of such homestead is entitled to an abatement of all or any portion of the property taxes levied against such homestead or is entitled to a credit against property taxes payable by such owner in any or all of the next succeeding three years, the board may issue an order so providing.

(e) The county clerk and county treasurer shall in each case of abatement or credit correct their records in accordance therewith and the county clerk shall notify the governing body of any taxing district affected thereby.

(f) The provisions of this section shall be applicable to all taxable years commencing after December 31, 2011, and all taxable years thereafter.

History: L. 2013, ch. 135, § 8; L. 2014, ch. 81, § 3; July 1.