

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

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. Speakers are asked to sign in so that the spelling of names is correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, OCTOBER 23, 2019

4:00 p.m. TRAINING SESSION

-Commissioner training on iCompass agenda software.

5:30 p.m. BUSINESS MEETING

-[Proclamation for Domestic Violence Awareness Month \(Will Averill\)](#)

-Volunteer Recognition for Emergency Management (Robert Bieniecki, Jillian Rodrigue)

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) [Consider approval of a Provider Agreement between Douglas County and Bert Nash Community Mental Health Center to provide supplemental medical and behavioral health support services \(Jill Jolicoeur\);](#)
- (c) [Consider authorizing Public Works Director to approve purchase of a 20' span, precast reinforced concrete frame structure from Forterra for \\$159,245.00, and a 10' span, reinforced concrete box structure from Pretech for \\$58,356.00 to replace Structure Nos. 10.40N-22.00E and 10.57N-22.00E. \(Keith Browning\); and](#)
- (d) Consider approval of accounts payable.

REGULAR AGENDA

- (2) [Discuss graffiti issues on underpasses at Baker Wetlands Trail and consider studying the feasibility of adding murals to the underpasses \(Sarah Plinsky, Keith Browning\)](#)
- (3) [Discuss NAACP Community Remembrance Project Coalition \(Kerry Altenbernd\)](#)
- (4) [Consider approval of the guaranteed maximum price \(GMP\) and total project cost of 4.1 million for Transitions & Cottages behavioral health housing projects at the Treatment & Recovery Campus of Douglas County. \(Jill Jolicoeur\) –Additional backup to follow](#)
- (5) 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.
- (6) Committee Reports
- (7) Commissioner and/or Administrator Miscellaneous
- (8) Adjourn

WEDNESDAY, OCTOBER 30, 2019 – cancelled

WEDNESDAY, NOVEMBER 6, 2019

WEDNESDAY, NOVEMBER 13, 2019

Work Session: Strategic Prevention Framework and Suicide

WEDNESDAY, NOVEMBER 20, 2019

WEDNESDAY, NOVEMBER 27, 2019

WEDNESDAY, DECEMBER 4, 2019 – light agenda

WEDNESDAY, DECEMBER 11, 2019

WEDNESDAY, DECEMBER 18, 2019

WEDNESDAY, DECEMBER 25, 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.*



Office of the County Commission

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

DOMESTIC VIOLENCE AWARENESS MONTH

October 2019

WHEREAS, nearly 20 people per minute are physically abused by an intimate partner, 1 in 3 women and 1 in 7 men will be affected by domestic violence; and between 30-50% of trans and non-binary folk will experience Inter Personal Violence in their lifetime.

WHEREAS, County places the utmost value upon the health and welfare of all of its citizens, and striven to provide a safer and healthier community; and

WHEREAS, domestic violence includes verbal, emotional, economic, sexual, and physical abuse, and all forms of abuse carry long-term physical and mental health implications; and

WHEREAS, the effects of domestic violence reach far beyond its impacts on survivors and their abusers, causing disruption in community schools, places of work and worship, and neighborhoods; and

WHEREAS, community engagement and recognition of the costs associated with domestic violence have led to innovative partnerships between local governments and health and wellness organizations which can significantly raise awareness of the public health affects of domestic violence; and

WHEREAS, during October 2019, the Willow Domestic Violence Center, working in partnership with local agencies, businesses, organizations, and groups sponsor and promote Domestic Violence Awareness Month to community-wide attention on survivors and their children, and to promote support of shelters and community programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, proclaims the month of October 2019 as **Domestic Violence Awareness Month** in Douglas County, and urges the community to speak out against domestic and sexual violence, urges its citizens to support and assist survivors of its heinous crimes, urges community leaders to hold offenders accountable, to make prevention efforts a priority by hosting events, creating policies at school and work, and by supporting and participating in programs designed to reduce and eventually eliminate domestic violence as a societal problem.

ADOPTED this 23rd day of October 2019

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

Michelle Derusseau, Chairman

Patrick Kelly, Vice Chair

Nancy Thellman



DOUGLAS COUNTY ADMINISTRATOR

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Sarah Plinsky
County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, County Administrator

SUBJECT: Bert Nash Provider Agreement

DATE: October 23, 2019

Attached for your review and approval is a Provider Agreement between Douglas County and Bert Nash Community Mental Health Center. This agreement outlines the provision of services *outside* the general operating support that Douglas County provides Bert Nash through the annual budget process to offset sliding scale services and serve as the designated community mental health center in accordance with Kansas statute. These services include psychiatry, peer support, Behavioral Health Court, and WRAP.

The Provider Agreement provides a framework for how services will be delivered and reported by Bert Nash (the Provider) and reimbursed by Douglas County. The services included in this agreement are outlined in Exhibit A (page 8-10) with reimbursement based on the rates outlined in Exhibits B and C (page 11-13). Service reimbursements are limited to the amount approved in the annual budget process beginning in FY 2019.

This agreement has been reviewed and approved by legal counsel.

Recommended motion: “Approve a Provider Agreement between Douglas County and Bert Nash Community Mental Health Center to provide supplemental medical and behavioral health support services.”

AGREEMENT

This Agreement is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ("**the County**") and THE BERT NASH COMMUNITY MENTAL HEALTH CENER, INC., a Kansas not for profit corporation ("**Provider**") (each "**a Party**" and collectively "**the Parties**"). This Agreement is effective January 1, 2019.

RECITALS

WHEREAS, the County desires to contract with and pay Provider to provide certain services, as more fully described herein, and Provider agrees to provide such services on the terms and conditions contained herein; and

WHEREAS, the services to be provided are intended to promote the general health, safety, and welfare of the citizens of Douglas County,

TERMS AND CONDITIONS

NOW THEREFORE, it is agreed as follows:

1. Term of this Agreement. The Initial Term of this Agreement shall be for one (1) year and shall commence on January 1, 2019 and end on December 31, 2019 (the "**Initial Term**"), unless otherwise terminated in accordance with this Agreement. The County shall have the option to renew this Agreement for up to three (3) additional one-year terms (each, a "**Successive Term**"). County may exercise such option by written notice to Provider at least sixty (60) days prior to the date that this Agreement would otherwise terminate. (The Initial Term and any Successive Term(s) are, collectively, the "**Term**".) The County's renewal of this Agreement for one or more Successive Term(s) shall not require that the County exercise its option to renew for any other Successive Terms. Unless otherwise agreed upon by the Parties in writing, the terms and conditions of this Agreement will remain the same during the Term, including for each Successive Term.

2. Engagement of Provider. The County engages Provider to provide those services described in the Scope of Services Addendum attached hereto as Exhibit A and incorporated by reference herein ("**the Services**"), and Provider agrees to provide such Services during the Term.

3. Provider's Personnel. Provider shall utilize sufficient staffing levels to ensure that the Services are delivered in a safe, effective, and high quality manner and in accordance with the applicable standards of care. In particular, Provider agrees to adjust staffing levels as necessary and appropriate to competently render Provider's Services.

4. Standards for Provider's Personnel. Provider will provide the Services using personnel who are adequately trained and appropriately licensed/certified/credentialed by the applicable board or authority of the State of Kansas. Upon the request of the County, Provider shall furnish the County with proof of appropriate licensure/certifications/credentials for all persons who provide any of the Services. Provider's personnel shall use that degree of learning, knowledge and skill ordinarily possessed and used by members of that profession under like circumstances at the time of the treatment, diagnosis and services. In the application of this learning, knowledge and skill, at all times Provider's personnel must, at a minimum, use reasonable and ordinary care and diligence.

5. Licensure; Supervision; Compliance with Laws. Provider shall be solely responsible for obtaining and paying for any and all necessary permits, licenses, registrations, and/or approvals for the performance of the Services and shall furnish proof of such items to the County. In addition, Provider shall be solely responsible for supervising and directing its personnel in performance of the Services. County assumes no responsibility or liability to direct, supervise, oversee or otherwise manage the work of Provider's personnel. Furthermore, Provider shall comply with all applicable laws, statutes, regulations, ordinances, and orders in the performance of the Services.

6. Compensation to Provider.

(a) *Reimbursement for Services.* For purposes of this Agreement, the term "Reimbursement Program" means any third-party reimbursement (payor) program and includes but is not limited to health maintenance organizations, preferred provider organizations, private health insurance companies, Medicare, or Medicaid. For those Services where an established Reimbursement Program exists, Provider shall seek reimbursement for the Services from the applicable Reimbursement Program. Provider will additionally seek reimbursement from the patient/client for any amounts not covered by a Reimbursement Program as defined by the provider's Sliding Fee Scale. Provider will take all necessary and reasonable actions to seek full payment from the Reimbursement Program and/or patient/client, including but not limited to client copays, pursuing appropriate appeals of denials or reductions in charges. As permitted by law and Provider's contracts with the Reimbursement Programs, having taken the aforementioned steps to collect payment from the applicable Reimbursement Program and the patient/client, Provider may invoice the County for the Services at the applicable BNC Hourly Fee identified on Exhibit B (which is attached hereto and incorporated by reference herein) less any reimbursements/revenues already collected by Provider for such Services. Provider shall invoice the County at the end of each quarter for such Services. Within 60 days of receipt of the invoicing therefor, County will pay Provider for such charges properly submitted and due to Provider. The Parties hereby agreed that this Section shall not govern Provider's billing and invoicing for the Medical Services, Behavioral Health Court Personnel and Services, Peer Support Supervisory Services, Peer Support Fellows Program, and WRAP Program as identified on Exhibit C which is attached hereto and incorporated by reference herein.

(b) *Direct Payment for Services.* Except as otherwise provided in Section 6(c), for those Services that do not have an established reimbursement rate by an applicable Reimbursement Program, or are not otherwise covered by a Reimbursement Program, and which are not able to be collected from the responsible patient/client, Provider shall charge for such Services at the applicable BNC Hourly Fee identified on Exhibit B. Provider shall invoice the County at the end of each quarter. Within 60 days of receipt of the invoicing therefor, County will pay such charges properly submitted and due to Provider.

(c) For the Medical Services, Provider may invoice the County up to the Approved Amount as outlined in Exhibit C and in accordance with the Approved Annual Budget, but not to exceed the difference between the cost of such Medical Services and any reimbursements/revenues collected by the Provider for these services. For the Behavioral Health Court Personnel and Peer Support Fellows Program, Provider may invoice the County up to the Approved Amount, but not to exceed the difference between

Provider's collected revenues and the Approved Amount as outlined in Exhibit C and in accordance with the Approved Annual Budget. For Behavioral Health Court Services, Provider may invoice the County for the Services at the BNC Hourly Fee identified on Exhibit B and in accordance with the Approved Annual Budget, less any reimbursements/revenues already collected by Provider for such services. For the Peer Support Supervisory Services and the WRAP Program, Provider may invoice the County up to the Approved Amount as outlined in Exhibit C and in accordance with the Approved Annual Budget. Provider shall invoice the County at the end of each quarter. Within 60 days of receipt of the invoicing therefor, County will pay such charges properly submitted and due to Provider.

(d) At all times, including in connection with submission of any invoices for the Services, Provider shall comply with state and federal privacy laws, including but not limited to HIPAA and Chapter 42 of the Code of Federal Regulations (CFR) Part 2. In the event of a dispute between the Parties regarding payment for the Services, the Parties shall work together in good faith to resolve each dispute, and Provider shall furnish to the County such information as permitted by federal and state law to facilitate a resolution of each dispute.

7. Additional Compensation to Provider. Other than the reimbursements described in Paragraph 6 or as required by other contracts and agreements between the Parties, the County shall have no obligation to pay any additional compensation to Provider, including but not limited to wages, employee benefits, on-call time, overtime, taxes, insurance premiums, travel, education, or any other cost or expenditure that Provider incurs in connection with this Agreement and/or the Services.

8. Cooperation and Reporting.

(a) Provider agrees to work in good faith and to reasonably cooperate with the County to promptly address any problems or issues that arise in the performance of the Services.

(b) Provider shall promptly and thoroughly investigate and resolve any and all complaints, incidents, and accidents in connection with the Services and/or Provider's activities related in any way to provision of the Services. Provider shall promptly notify the County of any such complaints, incidents, and accidents and keep the County apprised of any resolution to such complaints, incidents, and accidents.

(c) Provider shall objectively and systematically monitor and evaluate the quality and appropriateness of the Services to maintain and improve the system of ready access to the Services and to resolve any identified problems.

(d) Provider shall complete such forms and/or reports as reasonably required by the County to monitor, evaluate, and coordinate delivery of the Services. In addition, Provider shall ensure that its appropriate representatives attend meetings as reasonably required by the County to discuss, evaluate, and coordinate delivery of the Services.

(e) Provider shall report to the County, at least quarterly, concerning the delivery system, environment, administrative and procedural issues, in order to better provide the Services. The extent and content of reporting in this section shall be mutually

agreed upon by both Parties. Provider shall also provide to the County an annual statistical summary report regarding the Services.

9. Insurance.

(a) During the Term, Provider, at Provider's sole expense, shall obtain and keep in force and effect workers' compensation insurance in accordance with statutory requirements of the State of Kansas, which insurance shall cover all persons who provide any Services under this Agreement.

(b) During the Term, Provider, at Provider's sole expense, shall obtain and keep in full force and effect professional liability insurance insuring Provider and all persons who provide any Services under this Agreement. Provider shall require any independent contractor or other person with whom Provider associates to provide any Services (other than employees of Provider, who must be covered by Provider's insurance) to obtain and maintain professional liability insurance covering any Services provided.

(c) During the Term, Provider, at Provider's sole expense, shall furnish and keep in full force and effect the following additional insurance coverages: (i) automobile liability insurance insuring the use of Provider's vehicles and all persons who operate vehicles in connection with the rendering of the Services; (ii) general liability and casualty/property insurance insuring Provider's business operations and premises.

(d) All insurance required under this Agreement shall be in coverages and amounts as reasonably required by County and issued by insurance companies authorized to issue such insurance policies in the State of Kansas. Provider shall provide the County with Certificates of Insurance showing that all insurance required under this Agreement is in force. Provider's failure to provide and/or continue in force such insurance shall be a default of this Agreement.

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

(a) Provider shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in 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, 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 the County.

(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 or a

court 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 County.

(e) Provider shall include the provisions of this Paragraph in any subcontract so that the provisions will be binding upon such subcontractor.

11. Default and Termination.

(a) A material breach by Provider or the County of any term or condition of this Agreement shall be a default (an “**Event of Default**”) of this Agreement. Upon the occurrence of an Event of Default, the non-breaching party may provide written notice to the breaching party of said default (a “**Notice of Default**”). Any Notice of Default issued will describe the default with reasonable particularity and specify a reasonable time for breaching party to cure the default. If breaching party fails to cure said Event of Default within the time specified for cure thereof, non-breaching party may terminate this Agreement, effective upon written notice to breaching party or at other such time as may be specified by non-breaching party. Failure or forbearance by the non-breaching party to act upon a particular breach or default shall not be deemed a waiver or acquiescence concerning future breaches or defaults.

(b) This agreement may be terminated by either party upon ninety (90) days written notice in the event that the Parties are unable to come to a mutual understanding to any amendment proposed in Section 15(b).

(c) Upon termination of this Agreement, if Provider is occupying and/or utilizing the County's facilities other than the Community Health Building for the Services, upon request Provider shall immediately vacate such facilities, remove all of Provider's personnel and property from the County's facilities, and immediately surrender possession of any and all portions of County facilities to the County. If Provider fails to do so, the County may immediately re-enter and take possession of its facilities and remove Provider and all persons and with all personal property found therein by any lawful means. The exclusion of the Community Health Building in this section does not obligate the County to future commitments to the Provider of that space.

(d) Notwithstanding anything to the contrary above, in the event that an Event of Default creates or is reasonably anticipated to create a risk to human life, health or safety, County may immediately terminate this Agreement and exercise all rights provided for herein, including but not limited to taking immediate possession of County facilities utilized by Provider and taking such other actions as lawful and appropriate under the circumstances.

(e) Upon the occurrence of an Event of Default, the non-breaching party, in addition to any other rights and remedies that it may have at law or equity, will be entitled to recover from breaching party all damages it incurs by reason of breaching party's default pursuant to this Agreement. Provided however, Provider's sole remedy for any breach of this Agreement by County shall be to recover amounts actually due and owing from County for Services rendered by Provider pursuant to this Agreement. County shall not be liable to Provider under any other theory or cause of action for relief or recovery.

(f) **The parties shall not be liable to each other for any other amounts, including incidental, consequential, special, punitive, or any other damages or relief of any nature whatsoever.**

12. Privacy Rights and Protections. The Parties acknowledge that Provider may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which regulates the use and disclosure of Protected Health Information ("PHI") held by "covered entities," and Chapter 42 of the Code of Federal Regulations (CFR) Part 2 ("Part 2"), which applies to certain substance use disorder treatment facilities. Provider agrees to comply with HIPAA and Part 2 at all times and to advise the County concerning procedures and protocols to maintain compliance with HIPAA and Part 2 at all times.

13. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, wage and hour law, workers compensation, and all other purposes, the Parties agree that Provider is an independent contractor of the County. County and Provider are not joint employers, and no person with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee or direct contractor of the County. 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 the personnel it contracts with or hires to provide the Services. Provider shall require all such persons, other than Provider's direct employees, to agree to abide to the terms of this Agreement. Provider agrees to comply with all applicable laws and regulations regarding hiring, compensation, benefits, and other aspects of Provider's relationship with its employees or contractors.

14. Indemnification. Provider shall defend, indemnify, and hold harmless the County, and its elected officials, officers, employees, agents, and representatives, from and against any demand, claim, loss, injury, cost, liability, damage, or attorney's fees of any nature whatsoever arising out of or alleged to be caused by any act or omission by Provider or any of its directors, officers, employees, representatives, contractors, suppliers, vendors, or agents, or anyone else affiliated or associated with Provider, in the performance of the Services, this Agreement, and/or any other activity conducted by Provider.

15. Miscellaneous.

(a) This Agreement shall be binding upon the Parties hereto and their successors in interest. Provider shall not assign this Agreement to any other party (or parties) without the prior written consent of the County. 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 County or its designee is hereby authorized to renew this Agreement in writing in accordance with Paragraph 1 herein. 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. No Party is relying upon any promise or representation not expressly set forth in this Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations and understandings, whether written or oral. Each Party represents and warrants that the person executing this Agreement on behalf of the Party has authority to do so, and that all necessary prior approvals and permissions have been obtained for said person to execute this Agreement on behalf of said Party.

(b) To provide necessary flexibility to the Scope of Services Addendum Exhibit A, Services Rate Addendum Exhibit B, and Services Addendum Schedule C. During the Term, Provider may propose to amend this Agreement by sending a copy of the proposed amendment to the County Administrator or their designee at least sixty (60) days prior to the effective date of the amendment. If the County objects to the amendment, the County may submit within fifteen (15) days of receipt of the amendment, a written statement explaining reasons for the objection to the Chief Executive Officer or their designee. If such a statement of objection is not received, the amendment shall become effective. If a statement of objection is received the Parties shall work together in good faith to resolve any differences regarding the proposed amendment. Failure to do so shall leave the terms and conditions of the existing agreement and any adopted amendments in place for the duration of the Term unless a Party should decide to exercise its right under Section 11(b).

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

[Signatures on following page.]

COUNTY:

Board of County Commissioners of Douglas
County, Kansas

By: _____
Chair of the Board of County Commissioners

Printed Name: _____

ATTEST:

Jameson D. Shew, County Clerk

PROVIDER:

[INSERT NAME]

By: _____

Printed Name: _____

Title: _____

Exhibit A
(Scope of Services)

Medical Services: funds are used to support medical providers including psychiatrists (MD, DO), Advanced Registered Nurse Practitioner (ARNP) and Physician's Assistant (PA). These providers meet with individuals to assess, diagnose and then treat mental and behavioral health issues. Bert Nash has made great efforts to expand its capacity in this area. For example, here is data comparing capacity and services delivery Q1 2018 and Q1 2019.

DATA	Qtr 1 2018	Qtr 1 2019
FTE	4.66	8.26
Encounters	1647	2521
Clients Served	1188	1652
New Clients	120	452

Peer Support Supervisory Services: The Peer Support Program Manager provides day to day oversight for the Bert Nash Peer Support Team and Peer Fellows Program. The Program Manager meets regularly with our Peer Support team members for coaching and development and to ensure access to this service for our community members. The Peer Support Program Manager also participates in various intra and interagency meetings and planning.

Peer Support Fellows Program: this is a pilot program where cohorts of individuals with lived experience are trained as certified peer support specialists. This program started in May of 2019 and a second cohort is slated to start in October of 2019. Currently, these peer support specialists are deployed in the LMH Emergency Department. Additionally, they receive extensive training weekly to enhance their knowledge and skills.

WRAP (Working to Recognize Alternative Possibilities): WRAP is a school based mental health program where Bert Nash places licensed mental health professionals (WRAP Specialists) in school districts and buildings

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.

Exhibit A, cont.
(Scope of Services)

Bert Nash has operated this program since 1997. Currently, Bert Nash has WRAP Specialists in all four Douglas County School Districts, the classroom at the Juvenile Detention Facility and at Bishop Seabury Academy. In 2018, the WRAP Program impacted 580 unduplicated individuals through 6,192 1:1 intervention.

Behavioral Health Court: Bert Nash supports the Douglas County Behavioral Health Court with a full-time Behavioral Health Court Coordinator who is a Licensed Specialist Clinical Social Worker and a part-time Certified Peer Support Specialist. Additionally, services are provided by our other team members. Services include:

- Initial assessment for BHC referrals
- BNC intake if referral is accepted into the BHC program
- Oversee the treatment provided by BNC treatment teams
- Therapy services
- Case Management including attending appointments
- Weekly BHC cognitive group
- Collaboration with BNC Case Managers regarding participant expectation, weekly goals
- Collaboration with BNC medical providers
- Inmate visit to the DGCO Correctional Facility for assessment, follow up, medication delivery, and other care needs
- Transportation to appointments
- Consultation to family members of BHC participants
- Financial services including Prescription Assistance Program applications, inquiries with insurance companies
- Support services such as Housing, Medicaid, Food Stamp, and Employment application
- Weekly meeting and reports to the BHC and entry into the BHC database
- Weekly supervision to the BHC Peer Support Specialists
- Providing MSW Practicum supervision
- Providing LSCSW supervision
- Participation in BNC Trauma Informed Care Initiative program

Exhibit B
(Service Rates Addendum)

Service Description	BNC Hourly Fee	Medicaid Hourly Fee
Psychiatric Medication Evaluation	\$225.00	\$120.00
Psychiatric Medication Evaluation – new patient	\$225.00	\$136.62
Psychiatric Medication Checks – 15 minutes	\$125.00 \$125.00	\$40.84 MD/DO \$30.63 APRN
Psychiatric Medication Checks – 30 minutes	\$125.00 \$125.00	\$64.22 MD/DO \$48.17 APRN
Psychiatric Medication Checks (45 minutes or more)	\$225.00 \$225.00	\$94.00 MD/DO \$70.50/APRN
Medication Injection	\$30.00	\$14.30
Intake	\$200.00	\$120.00
Psych Testing	\$175.00	\$76.00
Interim Assessment	\$200.00	\$120.00
Individual Therapy (30 minutes)	\$ 87.50	\$34.00
Individual Therapy (45 minutes)	\$131.25	\$68.00
Individual Therapy (60 minutes)	\$175.00	\$102.00
Family Therapy	\$175.00	\$65.00
Group Therapy	\$50.00	\$22.24
Crisis Therapy (first 30-74 min)	\$175.00	\$110.00
Crisis add on	\$87.50	\$55.00
Crisis Advanced	\$175.00	\$174.00
Crisis Intermediate	\$175.00	\$139.20
Crisis Basic	\$175.00	\$87.00
Case Conference with client	\$175.00	\$40.00
Case Conference without client	\$175.00	\$40.00
CPST Adult	\$175.00	\$127.60
CPST Dual Diagnosis	\$175.00	\$138.80
CPST Strengths	\$175.00	\$133.60
CPST Supported Employment	\$175.00	\$133.60
Attendant Care	\$175.00	\$27.84
Psychosocial Group	\$50.00	\$17.48
Psychosocial Individual	\$175.00	\$54.52
Peer Support Individual	\$175.00	\$56.00
Peer Support Group	\$50.00	\$28.00
Targeted Case Management	\$175.00	\$43.32
CI-Targeted Case Management	\$175.00	\$43.32
Bridges Crisis Bed	\$65.00/day	N/A

Exhibit C
(Services Addendum)

Medical Services

Provider	BNC Cost (salary & benefits)	Approved Amount
Huston, Cord	\$255,634.00	\$153,380.00
Bushue, Nathan	\$137,287.00	\$ 82,372.00
McCord/McCullough	\$423,877.00	\$225,000.00
Harrison (LMH Lease)	\$184,600.00	\$ 46,150.00

Behavioral Health Court Personnel and Services

Personnel/Service	Approved Amount
BHC Therapist/Coordinator (100% salary/benefits)	\$73,443.00
Peer Support Specialist (100% salary/benefits)	\$20,253.00
Services for Behavioral Health Court Program (includes \$24,000.00 for Bridges Crisis bed)	\$175,000.00
Total	\$268,696

The Behavioral Health Court Therapist/Coordinator, Peer Support Specialist, and Peer Support Supervisor funds are all defined amounts. The services for the Behavioral Health Court program are outlined in Exhibit A and will not exceed a total of \$175,000.00. Behavioral Health Court services includes \$24,000.00 for a BHC client dedicated bed and a daily rate is charged regardless of use (\$65.00/day as outlined in Exhibit A).

Peer Support Supervisory Services

Personnel/Service	Approved Amount
Peer Support Supervisor (75% salary/benefits)	\$32,000.00

Exhibit C, cont.
(Services Addendum)

Peer Support Fellows Program

Personnel/Service	Approved Amount
Peer Support Fellow - May Start Date	\$9290.67
Peer Support Fellow - May Start Date	\$9290.67
Peer Support Fellow - May Start Date	\$9290.67
Peer Support Fellow - May Start Date	\$9290.67
Peer Support Fellow - May Start Date	\$9290.66
Peer Support Fellow - May Start Date	\$9290.66
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
Peer Support Fellow - October Start Date	\$3484.00
FICA for 6 Peer Support Fellows – May Start	\$4264.42
FICA for 6 Peer Support Fellows – October Start	\$1599.16
Total	\$82,511.58

WRAP Program

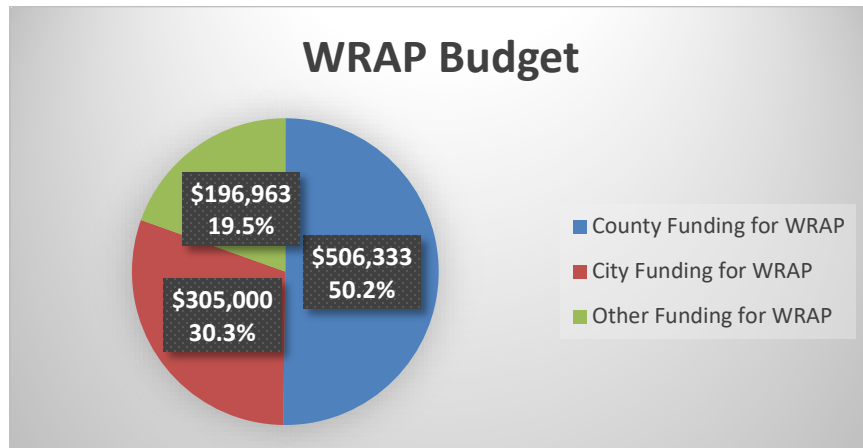
Existing Service	Approved Amount
WRAP Specialist 1	\$47,954
WRAP Specialist 2	\$47,954
WRAP Specialist 3	\$47,954
WRAP Specialist 4	\$47,954
WRAP Specialist 5	\$59,379
WRAP Specialist 6	\$65,227
WRAP Supervisor	\$19,394
Education	\$555
Program Cost	\$1619
Communications	\$1111
Transportation	\$2128
Office Supplies	\$555
Computer	\$1850
Overhead	\$58,699
Total	\$402,333

Exhibit C, cont.
(Services Addendum)

Proposition 1 Funding

Service July 1 – December 31, 2019	Approved Amount
WRAP Specialist	\$23,977
WRAP Specialist	\$23,977
WRAP Specialist	\$23,977
WRAP Specialist	\$23,977
Education	\$100
Program Cost	\$100
Communications	\$140
Transportation	\$800
Office Supplies	\$162
Computer	\$400
Overhead	\$6,390
Total	\$104,000

The WRAP Program currently has a total of 18 FTEs which includes 17 WRAP Specialists and a WRAP Supervisor. The WRAP program has a total budget of \$1,008,026.





DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : October 16, 2019

Re : Consent Agenda authorization to purchase precast concrete culverts
Structure Nos. 10.40N-22.00E & 10.57N-22.00E
Project No. 2017-56

The referenced project includes the replacement of three culverts on Route 1061 (E 2200 Road) between N 1000 Road and N 1100 Road. Two of the culverts are concrete culverts that are narrow with sharp drop-offs along the edge of this main county route. The third culvert is an existing metal pipe culvert that is severely corroded. To replace the two existing concrete culverts, we request authorization to purchase two precast concrete culverts that will provide for much safer conditions at these two locations. The existing metal pipe culvert will be replaced with a concrete pipe culvert.

We received price quotes from two vendors to supply the two precast concrete structures.

Structure No./Type	Vendor	Price Quote
10.40N-22.00E/RCB	Pretech	\$206,890.00
10.40N-22.00E/RCB	Forterra	\$185,357.00
10.40N-22.00E/RCF	Forterra	\$159,245.00
10.57N-22.00E/RCB	Forterra	\$83,560.00
10.57N-22.00E/RCB	Pretech	\$58,356.00

We request authorization to purchase the lowest price quoted culverts for each location. There are adequate funds in the general CIP line item Annual Culvert Replacement and Repairs for these purchases.

Action Required: Consent Agenda authorization for the Public Works Director to approve purchase of a 20' span, precast reinforced concrete frame structure from Forterra for \$159,245.00, and a 10' span, reinforced concrete box structure from Pretech for \$58,356.00 to replace Structure Nos. 10.40N-22.00E and 10.57N-22.00E, respectively.



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
County Administrator

Memorandum

Date: October 17, 2019

To: Board of County Commissioners

From: Sarah Plinsky

Subject: Graffiti issues on underpasses at Baker Wetlands Trail and consider studying the feasibility of adding murals to the underpasses

In September, staff became aware of extensive graffiti on the series of underpasses, near Louisiana Street, leading to the Baker Wetlands Trail. The bridge carrying 31st Street over the shared use path (SUP) is the responsibility of the County, and the other two bridges carrying K-10 over the SUP are the responsibility of the Kansas Department of Transportation (KDOT). Maintenance of this section of the SUP is the County's responsibility. In September, County staff had the graffiti removed from the County bridge at an expense of \$1,300. There was water on the path under the two K-10 bridges, making it difficult to access the graffiti with those underpasses.

Commissioner Thellman would like staff to study the feasibility of adding murals to the County underpass and continue conversations with KDOT to see if murals could be added to their underpasses. Ms. Cheryl Lester, who brought this issue to the attention of staff and the Commission, will be at the meeting.

----- Forwarded message -----

From: **Cheryl Lester** <chlester0@gmail.com>

Date: Tue, Sep 3, 2019 at 12:04

Subject: Hateful graffiti on the underpass leading to Baker Wetlands Trail

To: <splinsky@douglascountyks.org>

Dear Sarah Plinsky,

I am writing you as Interim County Administrator of Douglas County, as a native of Lawrence, and as a graduate of KU, from which my husband and I have recently retired.

I have attached a set of photos I took on my walk from my home on 27th Street Terrace in Indian Hills to the Baker Wetlands Trail. I was saddened and disturbed to find antisemitic and anti-Black graffiti on several walls of the underpass. I expect that you will share my concern when you see the images that I have attached.

After learning that the underpass is managed by the county and not the city of Lawrence, I am writing you to request that the offensive and hurtful language and imagery (including a swastika) be promptly effaced by whatever means possible.

I would appreciate your keeping me informed about the measures you take to respond to these expressions of hate.

Sincerely,

Cheryl Lester
Emerita Associate Professor of English and American Studies
University of Kansas
Lawrence, KS 66045
785-979-2892 (cell)

To Whom It May Concern:

The Lawrence Branch of the NAACP is working on a project to bring both a monument and a historical marker to Lawrence to commemorate the lynching of three black men from the Kaw River Bridge early in the morning of June 10, 1882. Isaac King, George Robertson, and Pete Vinegar were broken out of the Douglas County Jail by a mob of Lawrence residents that morning, taken to the middle of the bridge, and hanged from it.

The Equal Justice Initiative (EJI), located in Montgomery, Alabama, opened the National Memorial for Peace and Justice there last year, in which there are over 800 hanging columns, one for each of the counties in the United States where a racial "Terror Lynching" occurred between 1877 and 1950. The names of those who were lynched in those counties are etched into the county's column. In addition, there are duplicates of those columns on the grounds of the memorial that will be soon be made available for individual counties to claim their monument and have it shipped to their county for installation there. Douglas County has such a monument with King's, Robertson's, and Vinegar's names on it waiting there to be claimed.

The EJI has not yet issued guidelines for claiming county monuments, but they also have a separate program already in operation to create metal two-sided historical markers that explain the history of race relations in individual counties on one side of the sign, and detail the history of specific lynchings in those same counties on the other side of the sign. The Lawrence NAACP History Committee has organized a Lynching Marker and Monument Subcommittee to get a historical marker for the 1882 lynchings designed, created, and brought here to be installed near the site of the lynchings.

One of the requirements of the EJI to get a history marker is to form a Community Remembrance Project Coalition with a broad multi-racial footprint of local individuals and organizations to be the official entity requesting the marker. The Lynching Marker and Monument Subcommittee is in the process of identifying potential members and forming the coalition. In addition to requesting the marker, the coalition will have other responsibilities to hold specific events around the development of the marker and its dedication once it is installed. The subcommittee expects that it will do the legwork for the coalition.

Once the guidelines for claiming Douglas County's lynching monument are released, the coalition will begin working towards getting the monument shipped and installed near where the history marker will be installed.

Since the marker and monument will be representing Douglas County history, the Douglas County Commission needs to be informed about the particulars of the project.

In addition, Robinson Park is under consideration for installation of the marker and monument, but whether or not it is the final location, it will be included in other facets of the project, including the installation of a plaque at the site of the Douglas County Jail which was on land now part of the Park. Since the Park is owned by the County, the Commission would need to be involved in and approve anything installed there.

We would like to present to the County Commission at either at a regular or a work session to bring them up to speed on our activities and to request that they consider having the County join the Lawrence/Douglas County Community Remembrance Project Coalition.

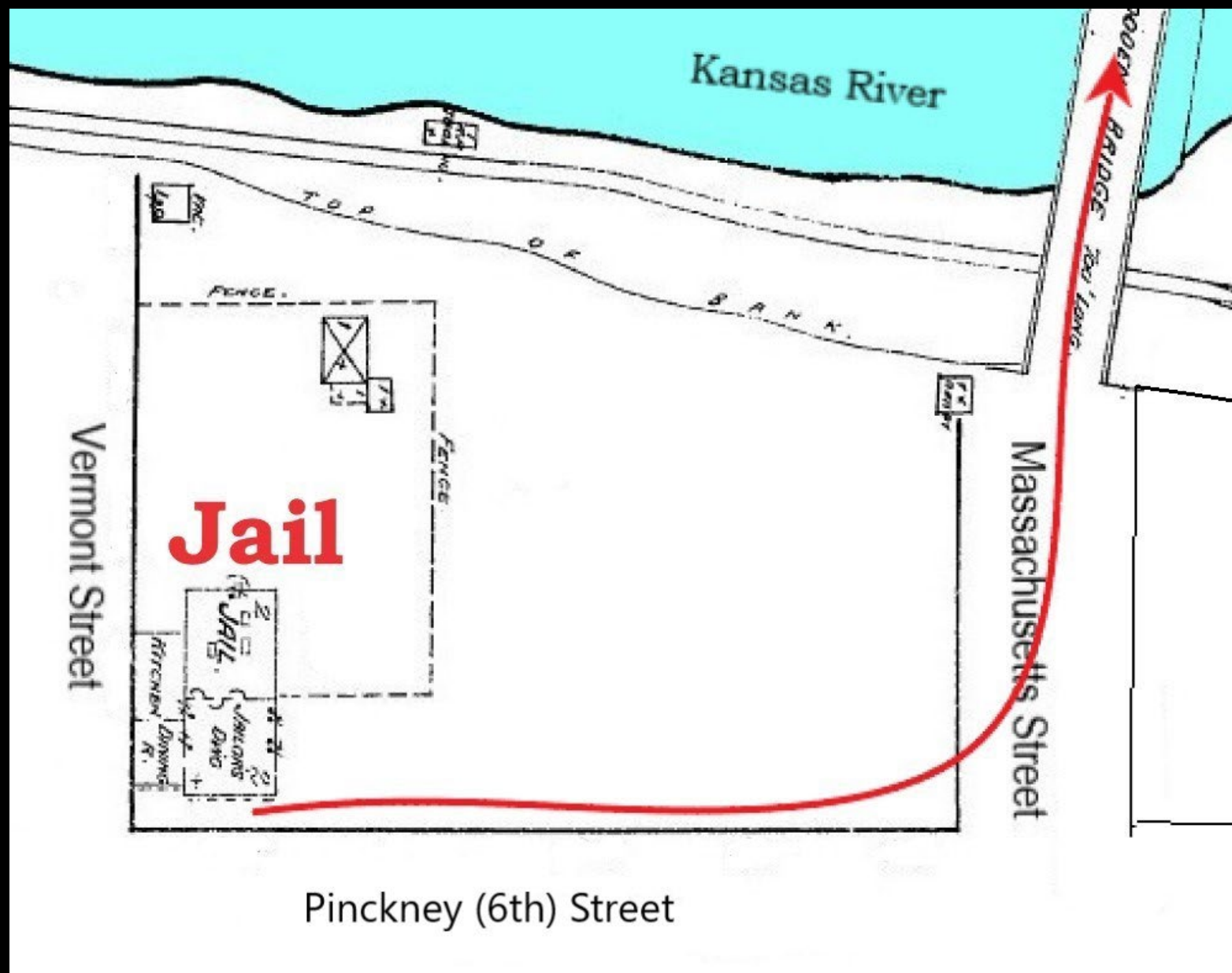
Thank you.

Kerry Altenbernd
Chair, Lawrence Branch NAACP History Committee
785-840-8029
kerryaltenbernd@gmail.com

Lawrence Branch

NAACP

June 10, 1882







April 26, 2018



FOR THE COURAGE AND SACRIFICE,
FOR THE LOVE, FRIENDSHIP, AND SUPPORT,
FOR THE KNOWLEDGE, INSIGHT, AND WISDOM,
FOR THE LEADERSHIP OF THE FIELD OF LAW,
WE WILL REMEMBER.

WITH YOUR DEDICATION, PARTICIPATION, AND SUPPORT OF US,
WITH YOUR KNOWLEDGE, INSIGHT, AND WISDOM,
WITH YOUR LEADERSHIP OF THE FIELD OF LAW,
WE WILL REMEMBER.

THEY ARE ALL HONORED HERE.





LYNCHING OF LEVI HARRINGTON

April 03, 1882

Levi Harrington was a well-respected African American man who lived with his wife and five children near Kansas City. One of Mr. Harrington's former employers described him as a "faithful...honest man," who "was sober and industrious, saved his money, and cared for his family." On April 3, 1882, a police officer was fatally shot in Kansas City, and suspicion was immediately directed towards black residents. During this era, deep racial hostility burdened black people with presumptions of guilt, often resulting in accusations that were unfounded and unreliable. As Mr. Harrington made his way through Kansas City that day, he was stopped by police and arrested. Despite the lack of evidence to indicate his involvement in the shooting, an angry white mob quickly formed and grew to several hundred people intent on lynching Mr. Harrington. The mob forcefully seized Mr. Harrington from police custody and lynched him by hanging him from a beam on the Bluff Street Bridge and shooting him. Although newspapers reported that Mr. Harrington was innocent of the accusations against him, no one was held accountable for the lynching of Levi Harrington.

EQUAL JUSTICE INITIATIVE

2018



**Paul
Hill**
Carrollton, AL
September 14, 1893

**Paul
Archer**
Carrollton, AL
September 14, 1893

**Will
Archer**
Carrollton, AL
September 14, 1893

**Emma
Fair**
Carrollton, AL
September 14, 1893

**Ed
Guyton**
Carrollton, AL
September 14, 1893

**Community
Remembrance Project
Coalitions**

Community Remembrance Project Coalitions:

- **Complete the Historical Marker Proposal of Interest**
- **Review and conduct Research about county lynching victims**
- **Craft the Marker Language with the EJI**
- **Identify Site(s) for Installation**
- **Secure Necessary Permits and Approval**
- **Plan a Historical Marker Dedication and Unveiling Ceremony**
- **Hold a High School Racial Justice Essay Competition**
- **Install markers and hold Dedication and Unveiling Ceremony**

Coalition Members Commit To:

- **Authenticity – Prioritize the voices of those closest to the individuals being memorialized**
- **Forthrightness – Share any information that is relevant to the work**
- **Collaboration – Your strength becomes mine, and mine becomes yours**
- **Listening with Respect – Pay attention to what is and is not being said**
- **Empowered Courtesy – Consistently act and speak from a place of goodwill toward others**

Coalition Members Assist With:

- **Connecting Community Remembrance Projects to pre-existing or broader community concerns**
- **Planning a culturally relevant dedication and unveiling ceremony**
- **Promoting a public high school essay scholarship competition**
- **Inviting community members to the dedication and unveiling ceremony**
- **Inviting journalists and press to the ceremony and events**

Local Action

2018

2019

**Lawrence NAACP
History Committee**

Lawrence/Douglas County Community Remembrance Project Coalition

Current Members of the Coalition:

- **Langston Hughes Center**
- **Douglas County Historical Society**
- **Friends of Oak Hill Cemetery**
- **Black Jack Battlefield Trust**
- **St. Luke AME Church**
- **Lawrence Public Library**
- **Lawrence Branch NAACP**

Potential Additional Members of the Coalition:

- **School Districts – USD 497, USD 348, USD 491, private, religious**
- **Churches and other Religious Organizations**
- **Businesses**
- **Service Organizations**
- **City and County Governments**
- **Universities – KU, Haskell, Baker**
- **Libraries**
- **Historical Societies**
- **Other entities to ensure broad-based public involvement and support**

Known and Potential Expenses and Responsible Parties:

- **Creation of marker and monument – EJI**
- **Shipping marker and monument – EJI**
- **Installation of marker and monument (actual cost unknown but likely less than \$1000 each) – Local Coalition**
- **Cash award for essay contest winner – EJI**
- **Events leading up to dedication – Local Coalition**
- **Dedication ceremony – Local Coalition**
- **Events following dedication – Local Coalition**
- **Other community events and activities, including public discussion and education, and soil collection – Various entities**

**Potential Installation Sites for the
Lawrence/Douglas County
Lynching Marker and Monument**

City Hall

(Owned by the City)









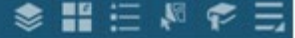












103-06-0-10-06-002.00-0

Show search results for 103-06...

South Powerhouse Rd

South Powerhouse Rd

Vermont St

Massachusetts St



40m

2098125.01 245172.88 Feet

Douglas County KS GIS; Surdex





103-06-0-10-06-002.00-0

Show search results for 103-06...

South Powerhouse Rd

South Powerhouse Rd

Vermont St

Massachusetts St

40m

2098125.01 245172.88 Feet

Douglas County KS GIS: Surdex



Pros:

- A stone support pier from the original bridge where the lynchings occurred still exists, and is nearby, visible, and accessible from the site
- Victims were dragged across this site on their way to be lynched
- The site already has substantial foot and bicycle traffic crossing Massachusetts Street Bridge and on 6th Street
- The site is visible to people having business in City Hall
- The site is under consideration to be on the Lawrence Loop trail
- A marker on the site would have both sides easily visible

Pros (continued):

- There is ample parking for the site at the Riverfront Mall, the lot across 6th Street, and on Massachusetts Street
- There is an on-demand pedestrian crosswalk light for crossing 6th Street

Cons:

- None

Downtown Welcome Plaza

(Owned by the City)





Pros:

- Both current bridges are visible from the site
- The site is visible from 6th Street
- There is parking for the site on Massachusetts and Vermont Streets

Cons:

- The stone support pier from the original bridge is not visible from the site
- There is little current foot and bicycle traffic by site
- The view of the river from the site is limited

Robinson Park

(Owned by Douglas County)







Pros:

- Both current bridges are visible from the site
- It is the site of the Douglas County Jail from where victims were taken by the lynch mob
- The victims were dragged through this site on their way to be lynched
- It is the site of an historic cannon and the Shunganunga Boulder
- The site is a peaceful location to sit and reflect
- There is good landscaping with benches
- The site is under consideration to be on the Lawrence Loop trail

Cons:

- The stone support pier from the original bridge is not visible from the site
- There is no parking near to the site
- Pedestrian crosswalk lights for crossing Massachusetts and Vermont Streets are not on-demand
- Access to the site is difficult

Constant Park

(Owned by the City)







Pros:

- There is a small parking lot on the site and parking along Tennessee Street
- There is an existing foot and bicycle trail through the site
- It is located near two historical markers
- The current Vermont Street bridge is visible from the site
- The site is under consideration to be on the Lawrence Loop trail

Cons:

- The stone support pier from the original bridge is not visible from the site
- The view of the current bridge from the site is partially obscured
- Installation locations on the site are limited due to floodplain restrictions
- It is the farthest site from the victims' route and the lynching location

Taking all the pros and cons of each of the four proposed sites into consideration, the overall best and most appropriate site for installation of the lynching marker and monument is the City Hall site.

Join the Coalition

Future

**Update Commission on status of
project**

**Potentially Request Commission to
approve installation location**

Black Jack



Justice



Total Project Budget - 10.16.19
Douglas County Commision Summary - Tier II & III Housing

Construction Costs	Value	Notes
1 Tier II Housing	\$1,824,089	Bid Cost per 10.03.19, Previous DD Estimate was \$1,638,535
2 Tier III Housing	\$1,815,012	Bid Cost per 10.03.19, Previous DD Estimate was \$1,818,385
3 Alternates		
1 Impact Resistant Drywall in lieu of standard		\$21,916 add - rejected
2 Wood Base in Tier III in lieu of rubber		\$37,968 add - rejected
3 Wood Accent Walls in Tier III		\$10,720 add - rejected
4 Pex piping in lieu of copper		(\$15,807 deduct accepted and included in GMP)
Subtotal	\$3,639,101	Construction GMP for Approval

Furniture, Fixtures and Equipment (FF&E)

Multi-Media / AV	\$0	Work provided by tennants
IT / Data by Owner	\$0	Work provided by tennants
Exterior Signage	\$0	Provided by tenant or None required
Appliances	\$0	Provided by tenant
Recycling bins	\$0	Provided by tenant
Tables and Chairs at meeting Hall	\$0	Provided by tenant
Maintenance Equipment	\$0	Provided by tenant
Access Control Work	\$0	
Blinds	\$0	
Subtotal:	\$0	

Owner Items

Professional Fees	\$291,128	Architect, Civil, Structural, Mechanical - 8% Cost of Work
Additional Renderings	\$2,250	Design Consultant - Pixel Foundry
Pre-Construction Fees	\$5,000	Construction Manager
Traffic Study Professional Services	\$8,000	Mehrdad Givechi
Planning Review Fees	\$100	City of Lawrence
System Development Fees	\$0	Carried in GMP \$28,000 City of Lawrence
Hazardous Materials Remediation	\$29,777	Removal of VFW Building
Building Demolition Costs	\$21,643	Removal of VFW Building
GeoTechnical Report (Alpha Omega)	\$5,750	Services Already Performed
Survey Cost	\$5,950	Services Already Performed
Construction Testing	\$13,000	\$8,600 Cook Flat Strobel Proposal additional carried for contingency
Travel & Reimbursibles	\$716	Expenses to Date
Printing and Shipping of Bid Documents; Misc.	\$3,000	Allowance
Owner Contingency Outside of CM Contract	\$109,173	3% of GMP Value
Subtotal:	\$495,487	

Summary

	Cost	Percent of Project Cost
Construction Costs	\$3,639,101	88.0%
FF&E	\$0	0.0%
Owner Items	\$495,487	12.0%
Subtotal:	\$4,134,588	100.0%

Total Project Cost **\$4,134,588**

BOCC Approval - Total Project **\$4,134,588**