

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda

MONDAY, JANUARY 10, 2011

9:00 a.m.

- Swearing in of Commission Gaughan by Jamie Shew, County Clerk
- Election of County Commission officers

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval to transfer \$130,000 to the Reserve Technology Fund to be used by other Douglas County land records offices (Kay Pesnell)
- (c) Consider approval to execute medical contracts for the jail with Dennis Sale, Bert Nash Community Mental Health, Visiting Nurses Association and Dr. Pattison (Jackie Waggoner)

REGULAR AGENDA

- (2) Executive Session Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.
- (3) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (4) Adjourn

WEDNESDAY, JANUARY 12, 2011

- No Commission Meeting

WEDNESDAY, JANUARY 19, 2011

- Consider approval of the minutes of November 17, December 1 and December 8, 2010

- Presentation of the Natural and Cultural Heritage Task Force's preliminary report (Ken Grotewiel)-No backup

-Consider approval of a Site Plan [SP-11-58-10] for a 662,626 square foot Berry Plastics warehouse and printing facility on approximately 97.16 acres located northwest of the intersection of N 1800 and E 700 Roads. Site plan was submitted by Paul Werner Architects for Rockwall Farms, LC, property owner of record. (Mary Miller is the Planner)

-Consider approval of a Temporary Set Aside Agreement and Cross Access Easement and Maintenance Agreement for Certificate of Survey [CSU-3-2-10] a 20-acre site located in Section 31, Township 13S, Range 20E for May-West, LC Property owner of record. Property is located southeast of the intersection of N 1000 and E 1450 Roads.(Mary Miller is the Planner)

-Consider approval of a Cross Access Easement and Maintenance Agreement [CSU-3-1-10] on a 25 acre site located in Section 31, Township 13S, Range 20E for May-West, LC Property owner of record. Property is located on E 1450 Road south of the intersection of N 1000 and E 1450 Roads.(Mary Mille is the Planner)

WEDNESDAY, JANUARY 26, 2011

TUESDAY, FEBRUARY 1, 2011

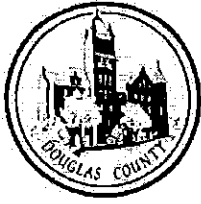
-Joint meeting with the City Commission to discuss the NE sector plan and the environmental chapter.

WEDNESDAY, FEBRUARY 2, 2011

-Public Hearing on the Resolution of Intent to issue IRBs for Berry Plastics project;

-Consider approval of application for tax abatement for Berry Plastics and consideration on infrastructure funding request.

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



DOUGLAS COUNTY REGISTER OF DEEDS

1100 Massachusetts Street
P.O. Box 747
Lawrence, KS 66044-0747
(785) 832-5282 Fax (785) 330-2807
www.douglas-county.com

Kay Pesnell
Registrar

Kay Pesnell
Douglas County
Register of Deeds

January 4, 2011

Douglas County Commissioners,

The following information is to report the activity of the Register of Deeds Technology Fund for 2010.

Ending Balance for 2009 =	\$231,455.18
Total Collected in 2010 =	\$141,364.00
Expenditures incurred by Register of Deeds Office <u>In 2010</u>	\$140,099.89

Approximate fund available = \$232,719.29 not including interest on account.

According to Statute Number 28-115a, the register of deeds is allowed to transfer any excess moneys not needed by the register of deeds office. State Law allows county commissioners to transfer these excess moneys to other county departments "for equipment or technological services relating to the land or property records filed or maintained by the county."

For 2010 I would like to transfer \$130,000.00 to the Reserve Technology Fund to be used by other Douglas County land records offices.

Note: \$93,000.00 of ROD expenditures was for San Storage expansion to house Land Record images.

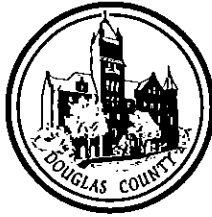
Thank you for you time.

Kay Pesnell

**TECHNOLOGY FUND
2008
Deposits and Expenditures**

	<u>July</u>		<u>August</u>		<u>September</u>		<u>October</u>		<u>November</u>		<u>December</u>	
DEPOSITS	July 1-9	\$ 10,996.00	Aug 1-13	\$ 12,782.00	Sept 1-10	\$ 12,900.00	Oct 1-8	\$ 14,120.00	Nov 1-5	\$ 14,640.00	Dec 1-9	\$ 16,464.00
	Total	\$ 10,996.00	Total	\$ 12,782.00	Total	\$ 12,900.00	Total	\$ 14,120.00	Total	\$ 14,640.00	Total	\$ 16,464.00
TOTAL DEPOSITS	July through December =		\$81,902.00									
 EXPENDITURES												
Imaging Office Systems												
Microfilm & Imaging of KC		\$ 141.10				\$ 419.76						
Microfilm & Imaging of KC						\$ 916.76						\$ 104.18
Microfilm & Imaging of KC												
Microfilm & Imaging of KC												
Dell Marketing, L.P.												
CIC												
CDW Government						\$ 207.00						
ISG Technology, Inc.				\$ 10,903.83								
						\$ 93,000.00						
Totals		\$ 141.10		\$ 10,903.83		\$ 94,543.52		\$ -		\$ -		\$ 104.18
TOTAL EXPENDITURES JULY - DEC =		\$ 105,692.63										

> For San storage expansion units in IT department for document image storage for land records.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

A handwritten signature in black ink, appearing to be "JW".

SUBJECT: Execute Medical Contracts for the Jail

DATE: January 4, 2011

On September 29, 2010 the Board approved waiving the formal bidding process and authorized staff to develop medical contract for the Douglas County Jail. As you may recall, the Sheriff's preference was to continue contracts with our existing medical providers. The terms of the contracts are one year with the option to renew annually up to four additional years.

The table below outlines the description of services, 2010 compensation, and 2011 contracts which includes the same level of service:

MEDICAL PROVIDER	DESCRIPTION OF SERVICES	2010 COMPENSATION FOR SERVICES	2011 Contracts
Dr. Sale	Provide comprehensive health care services to inmates monitor and evaluate patient care, provide policy & procedure for health services, assume medical judgment of all medical and dental matters, provide on-call physician 24/7.	\$58,800 Annually Includes 2 weeks paid vacation; Lawrence Emergency Medicine is our substitute provider	\$51,600 Annually
Bert Nash Community Mental Health Center	On-site evaluation and treatment services provided by master level therapist at 15 hours per week, and a bachelor level case manager at 12 hours per week.	\$54,395 Annually Phone consultation, 24/7 on-site emergency evaluation services, and court testimony are based on flat rate as needed.	\$55,200 Annually
Visiting Nurses Association	Provide comprehensive nursing services to inmates to include health assessments, perform TB screening, perform routine health physical, provide 24/7 on-call service, perform certain medical treatments, and distribute medication.	\$287,123 Annually Physical & occupational therapy is based on a fixed hourly rate as needed.	\$305,132.82 Annually
Dr. Pattison	Psychiatric Services	\$29,750 Annually	\$125 Per Hour (as needed) – no change

Kenny Massey and I will be available at the commission meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners executes the attached medical contracts for the Jail with Dr. Dennis Sale, Bert Nash Community Mental Health Center, Visiting Nurses Association, and Dr. Pattison.

AGREEMENT

THIS AGREEMENT is entered into between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter referred to as "**County**") and BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**Bert Nash**"), effective the 1st day of January, 2011.

RECITALS

WHEREAS, County operates the Douglas County Jail (hereinafter the "**Facility**"), at which some inmates may require certain psychiatric evaluations and other mental health care; and

WHEREAS, County desires to contract with and pay Bert Nash to provide mental health services to inmates, and Bert Nash agrees to provide such services on terms and conditions contained herein.

TERMS OF AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Engagement of Bert Nash. County hereby engages Bert Nash to provide the Services (as defined in Section 2) to inmates of the Facility in need of mental health care, and Bert Nash agrees to provide such Services. County shall provide suitable space at the Facility as needed for Bert Nash to provide the Services.

2. Services Provided. The "**Services**" that Bert Nash agrees to provide, which shall be provided by personnel with appropriate licenses in accordance with applicable local standards of care are as follows:
 - A. Provide a qualified, experienced Master's-level therapist to come on-site to the Facility, 15 hours per week Monday - Friday (excluding holidays) during the morning hours, to render evaluation, brief psychotherapy, and to make oral recommendations followed up by written recommendations to Facility staff regarding needs for psychiatric medication evaluations and/or suicide watch precautions.

 - B. Provide 12 hours per week of Bachelor's-level case management services to be on-site at the Facility providing groups, referrals and access coordination to community resources, such as housing and medical care to meet other social-medical needs of inmates.

 - C. Provide Monday - Friday, a review of inmates incarcerated the previous day and facilitate notification to the Facility nursing personnel or the Facility psychiatrist regarding any medications the inmate is currently being prescribed by a Bert Nash psychiatrist to provide continuity of treatment.

 - D. Provide Bert Nash Access Center/After-hours Screeners support, on a "24/7" basis, to offer emergency phone consultation to Sheriff's staff at no charge to consult on inmate situations and also provide emergency on-site consultation within one to three hours to assist Facility staff in determining the appropriate disposition of an

inmate who is in acute crisis such as making recommendations for psychiatric medication evaluation or suicide or safety cell watch precautions.

E. Provide mental health Aftercare Reentry Group Sessions, facilitated by Master's-level therapist and/or Bachelor's-level case manager at such frequency as Jail Staff and Bert Nash agree.

3. County Responsibility. To assist Bert Nash in providing the Services, County's representatives at the Facility shall do the following:

A. Assist in identifying inmates who may need mental health services and request Bert Nash, through the on-site therapist or after-hours crisis line, to address their mental health needs while incarcerated.

B. Provide a medical exam and treatment room with a computer, desk, chairs, private phone line and access to documents related to the inmate's incarceration and medical treatment.

C. Have Facility staff available in an emergency for a quick response to violent inmates.

D. Have inmates who are scheduled for services escorted to the treatment room at the designated appointment time.

4. Licensure. All individuals providing Services under this Agreement shall be appropriately licensed by the applicable Board in the State of Kansas. Upon the request of County, Bert Nash shall furnish County with proof of appropriate licensure for all individuals who provide any of the Services.

5. Compensation. As compensation for providing the Services, County shall pay Bert Nash according to the following Fee Schedule:

Bert Nash Access Center Phone Consultation Support	No Charge
On-Site Evaluation and Treatment Services with a Masters-level therapist and a Bachelors-level Case Manager	15 hours per week Master-level and 12 hours per week Bachelors-level billed in equal monthly installments of \$4,600, totaling \$55,200 for the year
"24/7" on-site emergency evaluation services	\$150 per evaluation
Court testimony	\$100 per hour
Aftercare Reentry Group Sessions	\$85/hour or \$1,360 per 16 weekly one-hour sessions

6. Invoices. Bert Nash shall invoice County for the Services provided to Facility inmates referred to Bert Nash through the Facility staff. County shall pay each invoice within 30 calendar days of receipt. County shall contact Bert Nash accounts receivable staff about questions regarding any invoice.

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

8. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2011 and terminate on December 31, 2011. County, however, shall have the option to renew this Agreement for up to 4 additional one-year terms; provided, however, that County agrees to exercise such option by notice to Bert Nash at least 30 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend one additional year each time County exercises its option to renew. County's extension of this Agreement one or more times shall not require that County exercise its option to extend for all four years. Fees for subsequent years of this Agreement may be changed consistent with changes in Bert Nash's costs of providing the Services and if Bert Nash desires to increase its fees and charges, such changes shall be documented and delivered to County on or before April 1 of the year before the commencement of the possible extended one year term (necessary so the County can establish its budget for the following calendar year during the summer of the current year).

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

C. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Bert Nash does not provide staff during the days and hours required in this Agreement, County shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Bert Nash such that County does not pay for Services and time not supplied.

9. Insurance.

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

B. During the term of this Agreement, Bert Nash shall furnish and keep in force professional liability insurance insuring Bert Nash and all of its staff who provide any Services under this Agreement.

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

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

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

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

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

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

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

11. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

[remainder of page intentionally left blank]

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

COUNTY:

Board of County Commissioners of Douglas
County, Kansas

ATTEST:

By: _____
Nancy Thellman, Chair

Jameson D. Shew, County Clerk

BERT NASH:

Bert Nash Community Mental Health Center, Inc.

By: _____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is entered into effective the 1st day of January 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter referred to as "**County**") and DR. KEITH PATTISON (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, County operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates require certain medical treatment from time to time; and

WHEREAS, County desires to contract with and pay Provider to provide comprehensive medical services to inmates, and Provider agrees to provide such services on the terms and conditions contained herein.

TERMS OF AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Engagement of Provider. County hereby engages Provider to provide the Services (as defined in Section 2) to inmates at the Facility, and Provider agrees to provide such Services. County shall provide medical exam space, together with basic supplies and equipment as needed for Provider to provide the Services.
2. Services Provided. The **Services** that Provider agrees to provide, which shall be provided in accordance with applicable local standards of care and the standards of the American Correctional Association, shall be psychiatric health care services to inmates in the Facility. Provider shall document evaluations, treatment, prescriptions, and medical recommendations with respect to each inmate in accordance with applicable standards of care.
3. Hours of Services. Provider shall provide the Services as follows:
 - A. At least 4 hours per week on such days and at such times as mutually agreed to by the parties; and
 - B. On such other additional days and times as mutually agreed to by the parties.
4. Licensure. Provider shall be licensed by the Board of Healing Arts of the State of Kansas. Upon the request of County, Provider shall furnish County with proof of appropriate licensure.
5. Compensation. As compensation for providing the Services, County shall pay Provider the sum of \$125.00 for each hour that Provider performs Services at the Facility. Unless agreed to in writing, County shall have no obligation to pay any additional compensation for wages, on-call time, taxes, insurance premiums, travel, or any other costs that Provider incurs in connection with this Agreement.
6. Invoices. Provider shall invoice County for the Services. County shall pay each invoice within 30 calendar days of receipt. County shall contact Provider with questions regarding any invoice.

7. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Provider shall be an independent contractor of County and no individual with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee of 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 those with which it contracts or hires to provide the Services.

8. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2011 and terminate on December 31, 2011. County, however, shall have the option to renew this Agreement for up to 4 additional one year terms, with each renewal being for an additional one year term; provided, however, that County agrees to exercise such option by notice to Provider at least 30 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend one additional year each time County exercises its option to renew. County's extension of this Agreement one or more times shall not require that County exercise its option to extend for all four years. Fees for subsequent years of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to County on or before April 1 of the year before the commencement of the possible extended one year term (necessary so the County can establish its budget for the following calendar year during the summer of the current year).

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

C. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide physicians as required in this Agreement, County shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Provider such that County does not pay for Services and time not supplied.

9. Insurance.

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

B. During the term of this Agreement, Provider shall furnish and keep in force professional liability insurance insuring Provider and all of Provider's staff who provide any Services under this Agreement.

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

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 on the performance of the work under the present contract because of race, religion, color, sex, national origin or ancestry.

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

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

11. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

[remainder of page intentionally blank, signature page to follow]

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

COUNTY:

Board of County Commissioners of Douglas
County, Kansas

ATTEST:

By: _____
Nancy Thellman, Chair

Jameson D. Shew, County Clerk

PROVIDER:

KEITH PATTISON

AGREEMENT

This Agreement is entered into effective the 1st day of January 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter referred to as "**County**") and DOUGLAS COUNTY VISITING NURSES ASSOCIATION, INC., a Kansas not-for-profit corporation (hereinafter referred to as "**VNA**").

RECITALS

WHEREAS, County operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates may require health physicals and certain medical treatment; and

WHEREAS, County desires to contract with and pay VNA to provide comprehensive nursing services to inmates, and VNA agrees to provide such services on the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Engagement of VNA. County hereby engages VNA to provide the Services (as defined in Section 2) to inmates at the Facility, and VNA agrees to provide such services. County shall provide medical exam space, together with basic supplies and equipment as needed for VNA to provide the Services.

2. Services Provided: The "**Services**" that VNA agrees to provide, which shall be provided by personnel with appropriate licenses in accordance with applicable local standards of care and the standards of the American Correctional Association (hereinafter the "**ACA**"), are as follows:

A. Provide comprehensive health care services to inmates in the Facility by licensed certified and qualified personnel who provide basic essential health care that is equivalent to that available in the community and subject to the same regulations.

B. Monitor and evaluate the quality and appropriateness of patient care objectively and systematically to improve patient care and resolve identified problems (i.e. chart review).

C. Provide a policy and procedure for health services specifically developed for the Facility in accordance with ACA standards.

D. Assume the role of sole province of all medical and dental matters involving medical judgment.

E. Report to the Sheriff, at least quarterly, concerning the health care delivery system and health environment and administrative procedural issues. Also, provide an annual statistical summary report.

F. Perform TB screenings as part of the inmate's health assessment.

G. Perform a routine health physical for each inmate as recommended by

ACA standards.

H. Provide a 24/7 (including holidays) on-call system for nursing staff (alphanumeric pagers will be provided by County).

I. Provide general medical information on each inmate who may be transferred to another correctional institution to the receiving institution's medical unit.

J. Communicate with other hospitals, doctor's offices, etc. using a release of information form to gain background on each inmate for the purposes of continuing care (medications, etc.).

K. Communicate with the Facility administrator, the Sheriff, or his/her designee, regarding inmates who have special needs, disabilities, or who have been diagnosed as having significant medical and/or mental health conditions that would impact the inmates' housing assignments, work assignment limitations, and program assignments.

3. Hours of Services. VNA shall provide the Services during the following days and times:

A. On Monday through Friday, VNA shall provide on-site staff (at the Facility and not elsewhere), as follows:

One Registered Nurse Supervisor from 8:00 a.m. to 4:00 p.m.

One Licensed Practical Nurse from 8:00 a.m. to 12:00 p.m.

One Certified Medication Aide from 6:00 a.m. to 2:00 p.m. (subject to changes in schedule, but not total hours, to accommodate Jail physician's schedule).

One Licensed Practical Nurse or Registered Nurse, at VNA's option, from 3:00 p.m. to 11:00 p.m.

B. On Saturday and Sunday, VNA shall provide on-site staff (at the Facility and not elsewhere), as follows:

One Certified Medication Aide from 6:00 a.m. to 10:00 a.m. and from 6:00 p.m. to 10:00 p.m.

One Licensed Practical Nurse or Registered Nurse, at VNA's option, from 10:30 a.m. to 5:30 p.m.

C. During all times that VNA does not have staff on-site at the Facility, VNA shall have a Licensed Practical Nurse or Registered Nurse, at VNA's option, on-call (County will provide an alphanumeric pager).

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

5. Compensation. As compensation for providing the Services, County shall pay VNA the sum of \$305,132.82, payable in 12 equal monthly payments of \$25,427.74. In the event County exercises its option to extend this Agreement for the 2012 calendar year, the

annual sum shall be \$314,286.84 payable in 12 equal monthly payments of \$26,190.57.

Overtime will be billed at the rate of \$48.75 for nursing services, \$22.95 for Certified Medication Aide services.

Holiday will be billed at the rate of \$48.75 for nursing services and \$22.95 for Certified Medication Aide services.

6. **Physical & Occupational Therapy.** As a service in addition to those set forth in Paragraph 2, VNA agrees to provide physical and occupational therapy to inmates of the Facility in appropriate circumstances. VNA shall supply all equipment and materials necessary to provide such physical and occupational therapy. County agrees to pay VNA \$90 per hour for each hour actually engaged in providing such physical and occupational therapy services, up to a maximum of \$1,800 (based on 20 hours) per year. VNA, however, agrees to provide additional physical and occupational therapy services at the same rate upon the written request of the Douglas County Sheriff. The payment for physical and occupational therapy shall be in addition to the base compensation set forth in Paragraph 5. Physical and occupational therapy provided pursuant to this paragraph shall be considered a service as defined in this Agreement. In connection with additional payments for physical therapy, VNA shall provide County with a detailed statement containing all appropriate information as to the dates, times, and identification of the inmate receiving the physical and occupational therapy and individuals providing the physical and occupational therapy.

7. **Invoices.** VNA shall invoice County for the Services provided to Facility inmates referred to VNA through the Facility staff. County shall pay each invoice within 30 calendar days of receipt. County shall contact VNA accounts receivable staff about questions regarding any invoice.

8. **Independent Contractor Status.** For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that VNA shall be an independent contractor of County and no individual with which VNA contracts or hires to provide the Services shall, under any circumstance, be considered an employee of County. VNA shall be solely responsible for the means, manner, and method of providing the Services. VNA shall be responsible for all matters related to federal and state payroll and withholding taxes, workers compensation insurance, salaries, fringe benefits, and all other matters of those with which it contracts or hires to provide the Services.

9. **Term, Default, and Termination.**

A. This Agreement shall commence effective January 1, 2011 and terminate on December 31, 2011. County, however, shall have the option to renew this Agreement for up to 4 additional one-year terms; provided, however, that County agrees to exercise such option by notice to VNA at least 30 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend one additional year each time County exercises its option to renew. County's extension of this Agreement one or more times shall not require that County exercise its option to extend for all four years. Fees for subsequent years of this Agreement may be changed consistent with changes in VNA's costs of providing the Services and if VNA desires to increase its fees and charges, such changes shall be documented and delivered to County on or before April 1 of the year before the commencement of the possible

extended one year term (necessary so the County can establish its budget for the following calendar year during the summer of the current year).

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

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

D. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraphs B and C, in the event that VNA does not provide nursing staff during the days and hours required in this Agreement, County shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to VNA such that County does not pay for Services and times not supplied.

10. Insurance.

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

B. During the term of this Agreement, VNA shall furnish and keep in force professional liability insurance insuring VNA and all of its staff who provide any Services under this Agreement.

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

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

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

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

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

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

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

12. Miscellaneous. This Agreement shall be binding upon the parties hereto and their successors in interest. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provisions hereof. This Agreement may not be modified except by an agreement in writing, executed by the parties hereto. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of Kansas. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and understandings, whether written or oral.

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

COUNTY:

Board of County Commissioners of Douglas
County, Kansas

ATTEST:

By: _____
Nancy Thellman, Chair

Jameson D. Shew, County Clerk

VNA:

Douglas County Visiting Nurses Association, Inc.

By: _____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is entered into effective the 1st day of January 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (hereinafter referred to as "**County**") and DENNIS E. SALE, D.O., LLC, a Kansas limited liability company (hereinafter referred to as "**Provider**").

RECITALS

WHEREAS, County operates the Douglas County Jail (hereinafter the "**Facility**"), at which inmates require certain medical treatment from time to time; and

WHEREAS, County desires to contract with and pay Provider to provide comprehensive medical services to inmates, and Provider agrees to provide such services on the terms and conditions contained herein.

TERMS OF AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Engagement of Provider. County hereby engages Provider to provide the Services (as defined in Section 2) to inmates at the Facility, and Provider agrees to provide such Services. County shall provide medical exam space, together with basic supplies and equipment as needed for Provider to provide the Services.
2. Services Provided. The "**Services**" that Provider agrees to provide, which shall be provided by licensed physicians in accordance with applicable local standards of care and the standards of the American Correctional Association (hereinafter the "**ACA**"), are as follows:
 - A. Provide comprehensive health care services to inmates in the Facility by licensed and qualified personnel who provide basic essential health care that is equivalent to that available in the community and subject to the same regulations.
 - B. Monitor and evaluate the quality and appropriateness of patient care objectively and systematically to improve patient care and resolve identified problems (i.e. chart review).
 - C. Provide a policy and procedure for health services specifically developed for the Facility in accordance with ACA standards.
 - D. Assume the role of sole province of all medical and dental matters involving medical judgment.
 - E. Report to the Sheriff, at least quarterly, concerning the health care delivery system and health environment and administrative procedural issues. Also, provide an annual statistical summary report.
 - F. Provide an on-call physician 24 hours a day, 7 days a week (including holidays).

3. Hours of Services. Provider shall provide one licensed physician (either Doctor of Medicine or Doctor of Osteopathy) to provide the Services during the following days and times:

A. Two days per week, typically Monday and Thursday afternoons, Provider shall provide one licensed physician on-site (at the Facility and not elsewhere) for a minimum of three hours each day, or such longer period of time as necessary for all consultations, examinations, and treatment of inmates requiring such. In the event that Monday or Thursday falls on a County-observed holiday, then Provider shall provide an on-site physician for another day during the same week.

B. During all times that Provider does not have a licensed physician on-site at the Facility, Provider shall have a licensed physician on-call.

C. Provider shall be permitted to take two weeks off per year and still receive payment for those two weeks; provided, however, that Provider shall give the Sheriff or Jail Administrator advance notice to permit the County to make arrangements with LAWRENCE EMERGENCY MEDICINE ASSOCIATES, P.A. to provide Services during those weeks that Provider is not providing Services.

D. In the event that Provider is not available during any of the times set forth in Paragraph A and Paragraph B and County is not able to make arrangements with LAWRENCE EMERGENCY MEDICINE ASSOCIATES, P.A. to provide services, Provider shall associate with such other licensed physicians, reasonably acceptable to County, as is necessary to provide the on-site Services set forth in Paragraph A and the on-call Services set forth in Paragraph B. Provider shall notify the Douglas County Sheriff or Jail Administrator in advance of the dates and times that Provider intends to use other physician(s) to provide such Services and the identity of the physician(s). In addition, Provider shall associate with one or more licensed physicians, reasonably acceptable to County, that have admitting privileges at Lawrence Memorial Hospital such that, when necessary, inmates of the Facility can be admitted to the hospital. All costs associated with any other licensed physicians with which Provider associates to assist Provider in providing the Services shall be at the sole cost of Provider. County consents to Provider's initial association with DR. DANIEL SEVERA to assist in providing the Services.

4. Licensure. All physicians providing Services under this Agreement shall be licensed by the Board of Healing Arts of the State of Kansas. Upon the request of County, Provider shall furnish County with proof of appropriate licensure for all physicians who provide any of the Services.

5. Compensation. As compensation for providing the Services, County shall pay Provider the sum of \$51,600 in 12 monthly payments of \$4,300. Except for diagnostic testing described in the Paragraph 6, County shall have no obligation to pay any additional compensation for wages, employee benefits, on-call time, overtime, taxes, insurance premiums, travel, education, or any other costs that Provider incurs in connection with this Agreement.

6. Diagnostic Testing. Provider shall make laboratory, X-Ray, and other diagnostic testing facilities available to inmates of the Facility in appropriate circumstances. County shall pay Provider for costs of such testing in accordance with usual and customary charges.

7. Invoices. County shall pay Provider for Services provided in accordance with Paragraph 3 in monthly payments, without the necessity of Provider submitting a separate invoice to County. If increased census or special needs of the Jail population are such that Provider cannot reasonably provide Services to inmates needing Services, Provider may provide up to one additional hour of Services per week. In the event Provider provides these additional Services or Provider provides diagnostic testing in accordance with Paragraph 6, Provider shall invoice County at a rate of \$ 145 per hour for additional Services and for any such diagnostic testing. County shall pay each invoice within 30 calendar days of receipt. County shall contact Provider accounts receivable staff about questions regarding any invoice. Invoices for diagnostic testing shall contain information as to dates, times, and identification of the inmate receiving the testing, and other information that county may reasonably require.

8. Independent Contractor Status. For all purposes, including but not limited to income tax withholding, payroll taxes, unemployment compensation, employment law, workers compensation, and all other purposes, the parties agree that Provider shall be an independent contractor of County and no individual with which Provider contracts or hires to provide the Services shall, under any circumstance, be considered an employee of 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 those with which it contracts or hires to provide the Services.

9. Term, Default, and Termination.

A. This Agreement shall commence effective January 1, 2011 and terminate on December 31, 2011. County, however, shall have the option to renew this Agreement for up to 4 additional one year terms, with each renewal being for an additional one year term; provided, however, that County agrees to exercise such option by notice to Provider at least 30 days prior to the date that this Agreement would otherwise terminate. The term of this Agreement shall extend one additional year each time County exercises its option to renew. County's extension of this Agreement one or more times shall not require that County exercise its option to extend for all four years. Fees for subsequent years of this Agreement may be changed consistent with changes in Provider's costs of providing the Services and if Provider desires to increase its fees and charges, such changes shall be documented and delivered to County on or before April 1 of the year before the commencement of the possible extended one year term (necessary so the County can establish its budget for the following calendar year during the summer of the current year).

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

C. In addition to, or in the alternative to, terminating this Agreement as set forth in Paragraph B, in the event that Provider does not provide physicians as required in this Agreement, County shall have all other rights and remedies that it may have at law or equity, including the right to withhold reasonable amounts from its payments to Provider such that County does not pay for Services and time not supplied.

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

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

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

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

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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 County.

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COUNTY:

Board of County Commissioners of Douglas
County, Kansas

ATTEST:

By: _____
Nancy Thellman, Chair

Jameson D. Shew, County Clerk

PROVIDER:

Dennis E. Sale, D.O., LLC

By: _____
Dr. Dennis E. Sale, Manager/Member