

**BOARD OF COUNTY COMMISSIONERS REVISED AGENDA**  
**MONDAY, OCTOBER 7, 2019, 9:00 AM**  
**COMMISSION CHAMBERS, ROOM B-11**

**I. SWEARING IN OF 3<sup>RD</sup> DISTRICT COMMISSIONER-ELECT AARON MAYS**

**II. UNFINISHED BUSINESS**

**III. CONSENT AGENDA**

1. Consider acceptance of four easements for the SE 69<sup>th</sup> Street Bridge over Tributary to Lynn Creek project and authorization to pay the agreed settlement amounts—Public Works.
2. Acknowledge receipt of a Public Notice for the Ambulance Advisory Board meetings and minutes of the April 24<sup>th</sup> meeting—Emergency Management.
3. Acknowledge receipt of report indicating that the Ambulance Compliance Officer has found that American Medical Response is in compliance with the response parameters and requirements set forth in Contract C207-2016 for June 2019 but will be penalized in the amount of \$7,940.00 for long responses in four different zones—Emergency Management.
4. Acknowledge receipt of report indicating that the Ambulance Compliance Officer has found that American Medical Response is in compliance with the response parameters and requirements set forth in Contract C207-2016 for July 2019 but will be penalized in the amount of \$3,360.00 for long responses in four different zones—Emergency Management.
5. Consider approval of request to pay invoices from the Diversion Fund account in a total amount of \$1,690.77—District Attorney.
6. Consider authorization and execution of **Contract C350-2019**, renewal with Swank Motion Pictures, Inc. authorizing the Department of Corrections to show video presentations to inmates and juveniles at a cost of \$1,934.20 with funding from the Offender Commissary Account.
7. Consider approval of request from KVC Behavioral Healthcare to use multiple courtrooms for the 2019 National Adoption Day on Saturday, November 16.
8. Consider authorization and execution of **Contract C355-2019** with Blue Cross Blue Shield with no change to the plan deductibles or co-insurance rates—Human Resources.
9. Consider appointment of a Grievance Committee to include Betty Greiner (appointing authority), Todd Hazard (like classification level employee) and Clara Norris (at large employee)—Human Resources.

**IV. NEW BUSINESS**

**A. COUNTY CLERK – Cynthia Beck**

1. Consider all voucher payments.
2. Consider correction orders.

**B. EMERGENCY MANAGEMENT – Dusty Nichols**

1. Consider approval of request to grant funding of \$10,590.32 from the First Responder Grant Program for three projects.

### **C. PUBLIC WORKS – Curt Niehaus**

1. Consider approval of requests relating to the Sherwood Regional Wastewater Treatment Plant – New Teacup Grit Unit:
  - (a) Request to schedule a Public Hearing during the Thursday, October 31 Commission Meeting to hear comments about the Design-Build process.
  - (b) Request to use Design-Build as an alternative to the traditional Design-Bid-Build project delivery process at the conclusion of the Public Hearing.
2. Consider authorization and execution of **Contract C351-2019** with Finney & Turnipseed Transportation & Civil Engineering, L.L.C. for design and construction engineering services for the SE Berryton Road Culverts over Tributary to Lynn Creek Project at a cost of \$190,100.00 with funding from the Special Bridge Fund.

### **D. SOLID WASTE – Bill Sutton**

1. Consider approval of request to authorize an emergency expenditure of \$12,498.53 for driveline repairs to a Solid Waste truck with funding from the Solid Waste Fund.

### **E. CORRECTIONS – Brian Cole**

1. Consider approval of request to negotiate a final agreement with Aramark to provide commissary services for the adult and juvenile population.
2. Consider approval of request to fill one vacant Juvenile Intensive Supervision Officer position at a salary, including benefits, of \$66,089.79, with funding from the Juvenile ISP and Juvenile Case Management budget funds.
3. Consider approval of request to fill one additional Adult Intensive Supervision Officer position at a cost of \$13,743.74 for salary and benefits for approximately eight weeks with funding from the Adult ISP budget funds with the employee's salary covered once scheduled resignation takes effect December 20, 2019.

### **F. PARKS + RECREATION – Tim Laurent**

1. Consider approval of request to solicit bids for a golf course point-of-sale system and website hosting service for use at Lake Shawnee, Cypress Ridge and Forbes golf courses.
2. Consider authorization and execution of **Contract C352-2019** with American Leak Detection to assist Parks + Recreation with locating a potential problem in the Rossville Pool Facility at a cost of \$645.00 minimum for the initial hour and \$181.00 for each additional hour plus materials and supplies provided by the Park Services Division- Aquatics.
3. Consider authorization and execution of **Contract C353-2019**, a three year agreement with Quickscores LLC and Shawnee County Parks + Recreation for sports scheduling software at a cost of \$5,500.00 for the 1<sup>st</sup> year, \$5,000.00 for the 2<sup>nd</sup> year and \$4,350.00 for the 3<sup>rd</sup> year with funding from the Park Services Division Operating Budget.
4. Consider approval of request to apply for a Healthy Play Initiative GameTime Grant to be utilized for composite play structures to be placed in Austin, Collins, Eastgate, Eastborough, Hughes, Major Palm, Meadowood, Willow, Santa Fe, Cushmanberry, and Central Park at a total project cost

of \$778,326.50 with funding of \$290,000.00 provided by the Excess Reserve Fund, \$240,000.00 in grant funding, and \$248,326.50 in Capital Maintenance (3R Funds).

**G. HEALTH DEPARTMENT – Linda Ochs**

1. Consider approval of request to create and fill an Intermittent Advanced Practice Registered Nurse position for the Family Planning program at a salary, including benefits, of \$51,151.00, with funding from the 2020 Aid to Local grant from the Kansas Dept. of Health and Environment.
2. Consider authorization and execution of Contract C354-2019 with the Kansas Dept. of Health and Environment to provide \$3,000.00 to help control tuberculosis in Shawnee County for the contract period of July 1, 2019 through June 30, 2020.

**V. ADMINISTRATIVE COMMUNICATIONS**

**VI. EXECUTIVE SESSIONS**

III /



# Shawnee County Department of Public Works

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867  
785-251-6101 FAX 785-251-4920

**CURT F. NIEHAUS, P.E.**  
DIRECTOR OF PUBLIC WORKS  
COUNTY ENGINEER

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## MEMORANDUM

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Date: September 24, 2019  
To: Board of County Commissioners for CONSENT AGENDA  
From: Thomas F. Flanagan, P.E. *Thomas F. Flanagan*  
Deputy Director of Public Works  
Re: Right-of-Way Acquisition  
SE 69<sup>th</sup> Street Bridge over Tributary to Lynn Creek / OSN 241  
Project No. S-121049.00

Public Works has reached agreement with the property owners listed below for right-of-way necessary to construct the above referenced project.

Public Works requests authorization to pay the settlement amount listed below.

Owner	Item	Tract No.	Value
Velma J. Howbert	Permanent Public Right-of-Way Easement	1	\$4,255.00
Robert L. Longyear III & Sharon K. Longyear	Permanent Public Right-of-Way Easement	2	\$500.00
Bruce A. Wulfkuhle	Permanent Public Right-of-Way Easement	3	\$500.00
Eric R. Stadler	Permanent Public Right-of-Way Easement	4	\$500.00

The Board of County Commission approved a Project Budget for this project at their regular schedule meeting of July 22, 2019.

- Funding sources for this project come from the following:
- 2019 Countywide ½ cent Sales Tax – Bridges
  - Public Works Special Bridge Account 202

attachment



**SHAWNEE COUNTY  
Department of  
Emergency Management**

200 SE 7<sup>th</sup> Street  
Emergency Operations Center  
Topeka, KS 66603  
(785) 251-4150  
Dusty Nichols, Director

III  
2.

September 15, 2019

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**MEMO: Public Notice - Ambulance Advisory Board Minutes**

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**TO:** Ambulance Advisory Board Members  
Board of County Commissioners  
Shawnee County Kansas

**FROM:** Nelson E Casteel – Ambulance Compliance Officer  
Shawnee County Emergency Management

**Public Notice**

The Shawnee County Ambulance Advisory Board will meet as follows:

<b>DATE</b>	<b>TIME</b>	<b>LOCATION</b>	<b>COORDINATES</b>
Wednesday, October 23, 2019	4:00 PM	Topeka/Shawnee County Public Library 1515 SW 10th Ave, Topeka KS Anton 202	39.050531, -95.696658 15STD6663925845
Wednesday, January 22, 2020	4:00 PM	Topeka/Shawnee County Public Library 1515 SW 10th Ave, Topeka KS Menninger 206	39.050531, -95.696658 15STD6663925845
Wednesday, April 22, 2020	4:00 PM	Topeka/Shawnee County Public Library 1515 SW 10th Ave, Topeka KS Menninger 206	39.050531, -95.696658 15STD6663925845
Wednesday, July 22, 2020	4:00 PM	Topeka/Shawnee County Public Library 1515 SW 10th Ave, Topeka KS Menninger 206	39.050531, -95.696658 15STD6663925845

The approved minutes for the April 24, 2019 meeting are attached for your review.

Please place on the Consent Agenda for review.

Should you have any questions please feel free to contact:  
Compliance Officer Nelson E Casteel at [nelson.casteel@snco.us](mailto:nelson.casteel@snco.us)

**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD  
MEETING MINUTES**

**Topeka/Shawnee County Public Library  
1515 SW 10th Ave, Topeka KS  
Menninger Room 206**

**Call to Order** – Meeting called to order on Wednesday April 24, 2019 at 16:01 by Chairperson Errin Mahan

Roll Call: Five Board Members present  
(Board Members Joseph Kroll, Paul Leavens, Forrest Walter)

Board Member Willey via conference call

Board Member Sigle arriving at 16:09

Guests: Nelson E Casteel - Ambulance Compliance Officer  
Jon Antrim – AMR Regional Director – Kansas/Western Missouri  
Scott Lenn – AMR Vice President of Operations  
Rick Deibert – Chief – Shawnee Heights Fire District  
Bill Riphahn – Ex-Officio Member - Commissioner

Chairperson Mahan asked guests and Board Members to introduce themselves.

**Approval of Agenda**

Motion by Board Member Willey second by Board Member Leavens; passed 4-0 to approve the agenda as presented

**Approval of previous Minutes**

Minutes from January 23, 2019 meeting

Motion by Board Member Kroll second by Board Member Walter; passed 4-0 to approve the minutes as presented.

**Old Business**

Director Antrim and Compliance Officer Casteel provided an update to the Board regarding the AMR/SCECC Transition.

Compliance Officer Casteel reported that CECC Director Melanie Bergers had informed him that the CAD to CAD contract has been approved and is in the hands of New World/Tyler who should be working on the project starting May 1, 2019.

Compliance Officer Casteel reported that Director Bergers is looking at 2020 being the year they implement EMD for the CECC dispatchers.

**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD**  
**MEETING MINUTES**

Compliance Officer Casteel reported that Directors Antrim and Bergers meet each month with him to address any issues and/or concerns.

Director Antrim reported that there is good cooperation between the AMR personnel and the CECC personnel.

Compliance Officer Casteel and Mr. Antrim provided an update to the Board regarding the Protocols

Compliance Officer Casteel reported that the communications, size-ups, triaging and other like protocols will be implemented in the future to better serve the whole system.

Director Antrim reported that the protocols have been approved and provided to everyone.

Director Antrim and Compliance Officer Casteel reported that the protocols were put into place whereby they can be adjusted or modified as needed to ensure that any changes are addressed quickly and effectively.

Director Antrim reported that one of the first changes to the protocols will deal with social media as it is becoming evident in other regions that there needs to be something in place.

Compliance Officer Casteel and Director Antrim provided an update to the Board regarding the B+A 2018 Trial Program

Compliance Officer Casteel reported that the implementation of the B+A 2018 Trial Program is still in progress.

Compliance Officer Casteel reported that with the delay in implementation, moving forward the program will be renamed to B+A 2019 Trial Program

Director Antrim reported that they have had to work on the billing aspect for the program as they can't charge ALS rates for BLS activities.

Director Antrim reported that the Logis component of the trial program is also in progress and being tested.

Director Antrim reported that when the program is implemented, there are plans to meet with the Fire Chiefs to explain how the program works.

Compliance Officer Casteel reported that when the program kicks off he will be watching each of the BLS runs and providing feedback if there are issues.

Compliance Officer Casteel explained that he wanted it understood that this was not a program for AMR "to beat the clock;" rather it is a way to get the right resource to the right location quicker and curtail the times first responders have to wait on a transport unit.

**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD  
MEETING MINUTES**

Compliance Officer Casteel provided an update regarding completion of 2018 First Responder Grants

Compliance Officer Casteel reported that all grant purchases approved by the BOCC on January 3, 2019 have been completed and he has closed out the process by providing the documentation to the Audit-Finance Department.

#	CHECK SIGNED FOR	ORG	APPROVED AMOUNT	DATE OF		
				CHECK	DELIVERY	DOCUMENTATION
1-18	Dirk Christian	SCFD #4	\$3,422.00	40113802	1/17/2019	2/28/2019
2-18	Cheryl Trobaugh	MTAA	\$2,445.82	40113775	1/17/2019	3/18/2019
4-18	Rick Deibert	SHFD	\$2,534.22	40113803	1/24/2019	2/5/2019
5-18	Chris Hamilton	STFD	\$865.20	40113807	1/17/2019	1/18/2019

Board discussions/decisions regarding the future First Responder Grant processes

Compliance Officer Casteel provided a draft for the Board to approve for the First Responder Grant Processes.

Compliance Officer Casteel reported that the Board had provided input at the January 2019 Board meeting and that Fire Chiefs were asked for their input at the February 2019 meeting.

Compliance Officer Casteel advised that the next First Responder Grant period opens on June 1, 2019 and the Compliance Officer will need to have time afforded to having the BOCC make amendments to Resolution 2017-16 that is currently in effect.

Compliance Officer Casteel reported that all penalties and fines have been paid for Fiscal 2018 and the fund balance for the grants currently sets at \$46973.76

Motion by Board Member Walter second by Board Member Willey; passed 4-0 to approve the 2019 Grant Process as presented.

**New Business**

Board was asked to approve publication of the change in AMR Rates for Fiscal 2020

Compliance Officer Casteel reported that AMR has notified him that they will be asking for an increase in the rates for Fiscal Year 2020; however the increase would only require publication by the Board and will not require BOCC approval.

Compliance Officer Casteel provided the contract language to Board Members.



**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD  
MEETING MINUTES**

Section 8.4 of Contract C207-2016 (page 5) states that Shawnee County "agrees that it shall increase such rates on an annual basis in an amount equal to any increase in the --Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, average of "Medical Care" and "Transportation" Major Groups (or any successor indices) not to exceed 15%; subject to the requirements below."

Section 8.5 of Contract C207-2016 (page 6) states that Shawnee County "and AMR agree that any request for a rate change and/or increase must be set and published through the AAB no later than end of business July 1."

Section 8.6 of Contract C207-2016 (page 6) states that "[a]ny CPI-U increase under 2.5% annually shall be published only but is not subject to separate approval."

Section 8.7 of Contract C207-2016 (page 6) states that "[a]ny CPI-U increase over 2.5% annually shall be subject to approval by the AAB or its designee and shall also require Shawnee County BOCC approval."

Compliance Officer Casteel provided a chart indicating the current rates and the previous rates that had been approved.

LEVEL OF SERVICE	FY 17 & 18		FY 19	CHANGE	
	Rate	Unit		Rate	Amount
Advanced Life Support (ALS)	\$913.19	Base Rate	\$935.02	\$21.83	2.33%
Specialty Care Transport (SCT)	\$1,543.09	Base Rate	\$1,581.57	\$38.48	2.43%
ALS Mileage	\$16.09	Per Mile	\$16.49	\$0.40	2.43%
SCT Mileage	\$21.05	Per Mile	\$21.58	\$0.53	2.46%
Oxygen	\$106.54	Flat Fee	\$109.20	\$2.66	2.44%

In answer to a question from a Board Member, Director Antrim reported that it was too early in the year to know if the rate increase approved for FY19 had any type of impact.

Motion by Board Member Sigle second by Board Member Krull; passed 5-0 to approve the publication of the rate increase as outlined in the contract.

Board was asked to approve the BOCC recognizing the 2019 EMS Week Proclamation

Motion by Board Member Sigle second by Board Member Leavens; passed 5-0 to approve the Compliance Officer placing the proclamation on the BOCC Agenda.

**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD**  
**MEETING MINUTES**

Compliance Officer Casteel provided highlights of the 2018 Annual Report

Compliance Officer Casteel reported that he is working to significantly expand the presentation from what was delivered last year in order to put emphasis on those areas where confusion, misunderstandings and misinformation has been exhibited.

Compliance Officer Casteel reported the following items of interest:

A new Joint Medical Director (Dr. Kennen Thompson) was appointed by AMR in February 2018 and stream-lined protocols were formulated for approval by the Shawnee County Medical Society.

AMR and our first responders have been recognized and commended several times in the last two years. As seen above where Dr. Thompson and KU-St Francis acknowledged their "save."

AMR has continued to put new equipment/units on the street, in excess of what was required by the Contract terms.

AMR and CECC are continuing their work on the CAD to CAD interface and relationships between the two organizations are improving.

AMR is working with first responders and the Compliance Office to address the low acuity runs and calls that have increased over the course of the last two years.

AMR has provided Tuition Assistance funding for at least 8 different students to attend training and become certified EMT's.

AMR has continued to address their staffing issuer elated to high-volume times.

AMR has shifted their staffing to meet the demand and has also implemented an "on-call" program to assist in staffing to meet the high demand periods

AMR has locally implemented the Therapy Dog program for their employees and staff; and is planning on utilizing "Stryker" in coordination with their community and emergency partners throughout Shawnee County.

AMR has updated their response matrix whereby certain triages and/or complaints have specific upgrade and/or downgrade requirements.

AMR has implemented a directive that outlines responses to "Staged" calls so as to better ensure the health and welfare of the traveling public.

**SHAWNEE COUNTY AMBULANCE ADVISORY BOARD**  
**MEETING MINUTES**

**Administrative Communications**

None

**Executive Session**

None

**Public Comments**

No public comments were made.

**Adjournment**

Motion by Board Member Sigle second by Board Member Kroll; passed 5-0 to adjourn.

**Meeting adjourned at 16:54**

Minutes approved by unanimous vote of Board during meeting on July 24, 2019

Approved:

Date:

7/24/2019



Chairperson Errin Mahan



**SHAWNEE COUNTY**  
**Department of**  
**Emergency Management**

200 SE 7<sup>th</sup> Street  
 Emergency Operations Center  
 Topeka, KS 66603  
 (785) 251-4150  
 Dusty Nichols, Director

*III*  
*3*

September 15, 2019

**MEMO: Contract C207-2016 Compliance Certification & Invoicing Jun-19**

**TO:** Ambulance Advisory Board Members  
 Board of County Commissioners  
 Shawnee County Kansas

**FROM:** Nelson E Casteel – Ambulance Compliance Officer  
 Shawnee County Emergency Management

This report signifies and certifies that the Shawnee County Ambulance Compliance Officer has found that American Medical Response (AMR) is in compliance with the response parameters and requirements as set forth in Contract C207-2016 for June 2019 and AMR will be penalized in the amount of \$7940 for long responses in the four different zones as outlined in the contract.

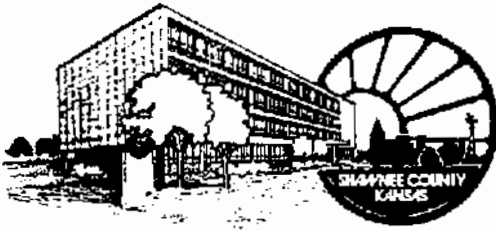
AMR was approved for 1 exemption during the month of June 2019 that was requested to resolve traffic issues not previously identified.

	TOTALS	ONTIME	LATE	PERCENT	STANDARD
Zone 1	1663	1457	206	87.61%	9:00
Zone 2	98	60	38	61.22%	11:00
Zone 3	43	22	21	51.16%	12:00
Zone 4	24	18	6	75.00%	15:00
KTA	2	1	1	50.00%	DEPENDS ON ZONE
TOTALS	1830	1558	272	85.14%	80% PASSING

	LATES FINED	FINE AMOUNT	\$10 PER MIN OVER
Zone 1	97	\$7,330.00	15:00
Zone 2	10	\$480.00	18:00
Zone 3	3	\$80.00	20:00
Zone 4	2	\$50.00	22:00
TOTALS	112	\$7,940.00	

Please place on the Consent Agenda for review.

Should you have any questions please feel free to contact:  
 Compliance Officer Nelson E Casteel at [nelson.casteel@snco.us](mailto:nelson.casteel@snco.us) or 785-251-4558  
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**SHAWNEE COUNTY**  
**Department of**  
**Emergency Management**

200 SE 7<sup>th</sup> Street  
Emergency Operations Center  
Topeka, KS 66603  
(785) 251-4150  
Dusty Nichols, Director

September 13, 2019

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**MEMO: *Compliance Report for June 2019 – Follow-up***

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**TO:** Board of County Commissioners  
Ambulance Advisory Board Members  
Shawnee County Kansas

**FROM:** Nelson E Casteel – Ambulance Compliance Officer  
Shawnee County Emergency Management

In the interest of ongoing transparency from this office, this memorandum serves as notice from the Ambulance Compliance Officer that there might be concerns forwarded or reported by those who are reading/following the reporting and reports from the Ambulance Compliance Officer regarding AMR compliance with Contract C207-2016 for June 2019.

This memorandum serves to address those concerns and also set forth the conclusions and findings of the Ambulance Compliance Officer.

As is evident from the report submitted for June 2019, there is/was a significant increase in the following items that could potentially cause and raise concerns to those reading the reports:

- #619-1  
For June 2019, there was a lower compliance rate (percentage of on time calls) than has been submitted previously over the course of Contract C207-2016 which took effect January 1, 2017.
- #619-2  
For June 2019, there was a larger number of fined/penalized calls than has been submitted previously over the course of Contract C207-2016 which took effect January 1, 2017.
- #619-3  
For June 2019, there was a larger dollar amount of fined/penalized than has been submitted previously over the course of Contract C207-2016 which took effect January 1, 2017.

The Ambulance Compliance Officer is continually monitoring for and watching for any trends, patterns or other related issues that might negatively impact strict contract compliance.

As stated previously, the Ambulance Compliance Officer will also continue to place scrutiny on all aspects of the AMR operation through field and dispatch observations.

## ***Follow-up to Compliance Report for June 2019***

In all fairness to our contractor AMR, the Ambulance Compliance Officer has found through the compliance processes, and examination of AMR documentation, that the following most likely were several of the contributing factors as related above for the month of June 2019:

- ✓ **Contributing Factor #1 for June 2019**  
While there was not a large increase in calls, there were 8 days where the number of calls ran by AMR were almost twice the average number and there were a number of one-hour periods throughout the month of June where the call loads doubled and tripled what is considered a normal/average hourly call load.
- ✓ **Contributing Factor #2 for June 2019**  
A large majority of the high-dollar fines/penalties resulted from Low Acuity calls (like those as outlined in the B+A 2019 Trial presentation in August). It is the intent of the new program that will kick off in October to combat and remedy many of these types of responses.
- ✓ **Contributing Factor #3 for June 2019**  
AMR had a large number of events that they were asked to provide *standy-by* crews including for Heartland Park and Country Stampede over busy weekends in June. One event was on a very short notice and AMR's contribution and staffing likely impacted the deployment of their street crews.

This memorandum from the Ambulance Compliance Officer should serve to affirm that the officer will continue to address with the AMR management, any activities which could negatively impact or be perceived to negatively impact patients/patrons of the Shawnee County Emergency Medical Services System.

Complaints were received by the Ambulance Compliance Officer for the month of June 2019 of AMR being in non-compliance with Contract C207-2016 on several dates/times.

While working on the compliance for June 2019, the Ambulance Compliance Officer has assessed and investigated what can now be reported as unfounded complaints related to AMR compliance with the Contract C207-2016.

For the month of June 2019, as can be observed in the reports accompanying this memorandum, **AMR is in compliance with the Contract C207-2016**

As outlined in the presentations to the Ambulance Advisory Board, the Board of County Commissioners and the public in recent months, the following should be noted in regards to contract compliance and the authority of the Ambulance Compliance Officer:

- AMR has the sole authority to place units on the street at their own discretion. Such placement must be in accordance with the applicable statutes, laws and regulations.
- AMR has the sole authority as to when/where those units are to be placed and AMR has the sole discretion to schedule all work hours. Such placement and scheduling must be in accordance with the applicable statutes, laws and regulations.

## ***Follow-up to Compliance Report for June 2019***

- While AMR is late on a number of calls, and their aggregate percentage has dropped, they have been duly fined for those occasions according to the Contract and they have so far made the payments on time.
- Contract C207-2016 does not allow the county, and/or any other entities, to weigh-in on any AMR disciplinary or personnel matters; however all appropriate discipline and personnel matters have been reported by AMR Management in accordance with Section 10.3 of Contract C207-2016 in a timely manner.
- AMR will soon be implementing the B+A 2019 Trial Program recently approved by the Ambulance Advisory Board and the Board of County Commissioners (Contract C207-2016 Amendment C315-2019). The implementation of this program was fast-tracked based on the June preliminary statistics and should serve to be the answer to many of the problematic calls that occurred during the month of June 2019.
- In looking ahead to the July 2019 compliance, preliminary statistics show an improvement in both the aggregated percentage and the number/amount of fines.

All compliance reports, presentations and contracts can be found on the Ambulance Compliance website located at [http://www.snco.us/em/ambulance\\_meeting\\_info.asp](http://www.snco.us/em/ambulance_meeting_info.asp)

In conclusion, the following should be noted:

For the month of June 2019 AMR was fined for 112 calls out of 1830 calls that they arrived on which equates to 6.1%.

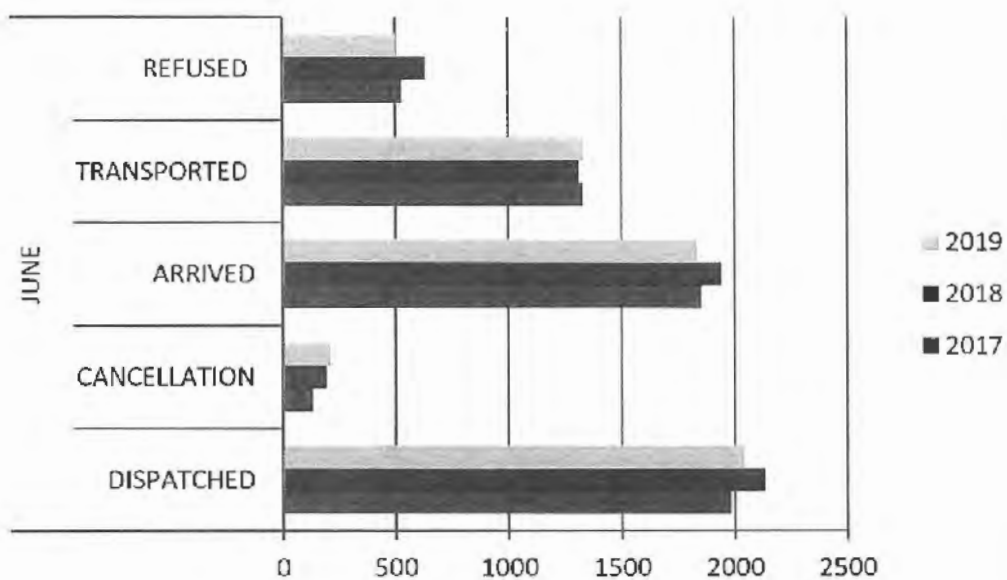
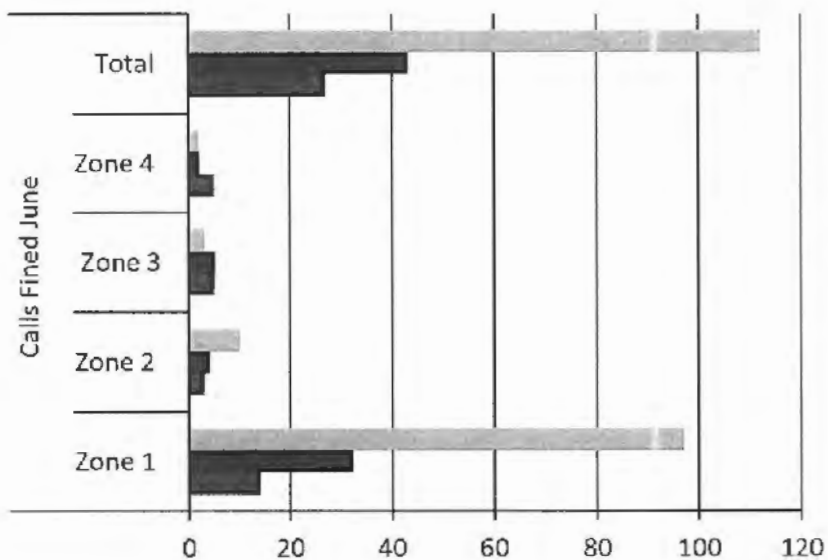
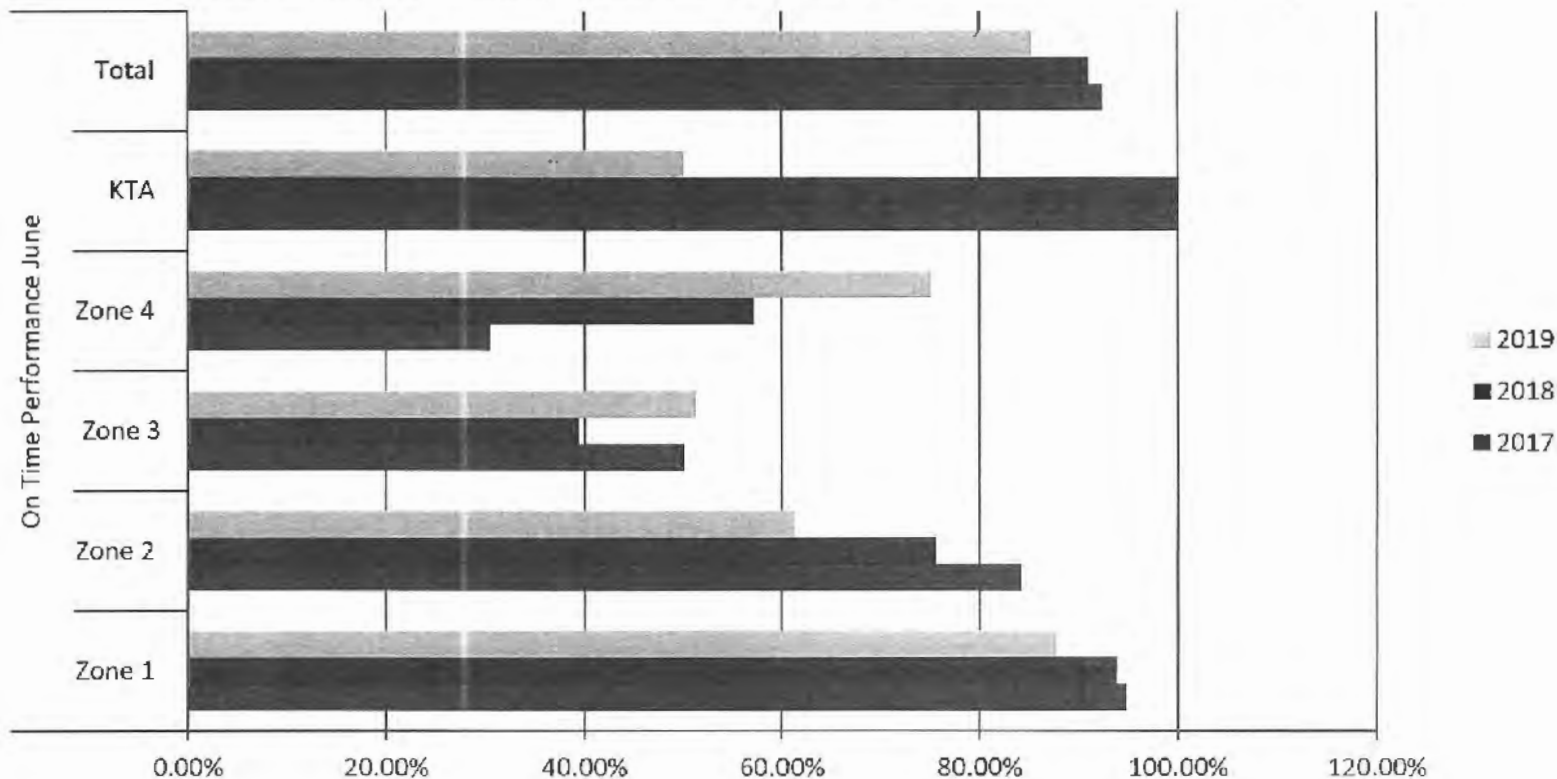
For the 2019 calendar/fiscal year as a whole thus far through June 2019, AMR was fined for 466 calls out of 11047 that they arrived on which equates to 4.2%.

While, all late calls and fines are rightly of a concern to the Ambulance Compliance Officer, the officer will continue to immediately address those applicable calls with AMR Management when the need arises.

Should you have any questions please feel free to contact:  
Compliance Officer Nelson E Casteel at [nelson.casteel@snco.us](mailto:nelson.casteel@snco.us) or 785-251-4558

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# Ambulance Compliance Office - June 2019 Compliance





## Ambulance Compliance Office - June 2019 Compliance

ZONE	COMPARISON	6/19	YTD	6/18	6/17
1	On Time	1457	<b>9111</b>	1648	1609
1	Late	206	<b>949</b>	110	89
1	Number Fined	97	<b>383</b>	32	14
1	Amount Fined	\$7,330.00	<b>\$21,040.00</b>	\$1,720.00	\$690.00
1	On time percentage	87.61%	<b>90.57%</b>	93.74%	94.76%
<b>ZONE TOTAL</b>		<b>1663</b>	<b>10060</b>	<b>1758</b>	<b>1698</b>
2	On Time	60	<b>418</b>	74	69
2	Late	38	<b>182</b>	24	13
2	Number Fined	10	<b>31</b>	4	3
2	Amount Fined	\$480.00	<b>\$1,500.00</b>	\$150.00	\$80.00
2	On time percentage	61.22%	<b>69.67%</b>	75.51%	84.15%
<b>ZONE TOTAL</b>		<b>98</b>	<b>600</b>	<b>98</b>	<b>82</b>
3	On Time	22	<b>110</b>	22	24
3	Late	21	<b>109</b>	34	24
3	Number Fined	3	<b>34</b>	5	5
3	Amount Fined	\$80.00	<b>\$1,410.00</b>	\$290.00	\$210.00
3	On time percentage	51.16%	<b>50.23%</b>	39.29%	50.00%
<b>ZONE TOTAL</b>		<b>43</b>	<b>219</b>	<b>56</b>	<b>48</b>
4	On Time	18	<b>102</b>	12	7
4	Late	6	<b>45</b>	9	16
4	Number Fined	2	<b>18</b>	2	5
4	Amount Fined	\$50.00	<b>\$1,290.00</b>	\$210.00	\$190.00
4	On time percentage	75.00%	<b>69.39%</b>	57.14%	30.43%
<b>ZONE TOTAL</b>		<b>24</b>	<b>147</b>	<b>21</b>	<b>23</b>
KTA	On Time	1	<b>12</b>	4	1
KTA	Late	1	<b>9</b>	0	0
KTA	On time percentage	50.00%	<b>57.14%</b>	100.00%	100.00%
<b>ZONE TOTAL</b>		<b>2</b>	<b>21</b>	<b>4</b>	<b>1</b>
ALL	On Time	1558	<b>9753</b>	1760	1710
ALL	Late	272	<b>1294</b>	177	142
ALL	Number Fined	112	<b>466</b>	43	27
ALL	Amount Fined	\$7,940.00	<b>\$25,240.00</b>	\$2,370.00	\$1,170.00
ALL	On time percentage	85.14%	<b>88.29%</b>	90.86%	92.33%
<b>SYSTEM TOTAL</b>		<b>1830</b>	<b>11047</b>	<b>1937</b>	<b>1852</b>
ALL	EXEMPTIONS	0	<b>35</b>	0	7

2017	JUNE MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-17	1580	52	1528	1165	363
Feb-17	1312	41	1271	1005	266
Mar-17	1967	124	1843	1348	495
Apr-17	1813	90	1723	1259	464
May-17	1984	141	1843	1333	510
Jun-17	1983	131	1852	1325	527
YTD TOTALS	<b>10639</b>	<b>579</b>	<b>10060</b>	<b>7435</b>	<b>2625</b>

2018	JUNE MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-18	2238	159	2079	1495	584
Feb-18	1963	124	1839	1338	501
Mar-18	2006	132	1874	1338	536
Apr-18	2032	194	1838	1232	606
May-18	2211	183	2028	1379	649
Jun-18	2128	191	1937	1306	631
YTD TOTALS	<b>12578</b>	<b>983</b>	<b>11595</b>	<b>8088</b>	<b>3507</b>

2019	JUNE MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-19	2114	189	1925	1403	522
Feb-19	1801	152	1649	1216	433
Mar-19	2105	163	1942	1400	542
Apr-19	1909	134	1775	1291	484
May-19	2099	173	1926	1406	520
Jun-19	2039	209	1830	1329	501
YTD TOTALS	<b>12067</b>	<b>1020</b>	<b>11047</b>	<b>8045</b>	<b>3002</b>



**SHAWNEE COUNTY**  
**Department of**  
**Emergency Management**

*III 4.*

200 SE 7<sup>th</sup> Street  
 Emergency Operations Center  
 Topeka, KS 66603  
 (785) 251-4150  
 Dusty Nichols, Director

September 19, 2019

**MEMO: Contract C207-2016 Compliance Certification & Invoicing July-19**

**TO:** Ambulance Advisory Board Members  
 Board of County Commissioners  
 Shawnee County Kansas

**FROM:** Nelson E Casteel – Ambulance Compliance Officer  
 Shawnee County Emergency Management

This report signifies and certifies that the Shawnee County Ambulance Compliance Officer has found that American Medical Response (AMR) is in compliance with the response parameters and requirements as set forth in Contract C207-2016 for July 2019 and AMR will be penalized in the amount of \$3360 for long responses in the four different zones as outlined in the contract.

AMR was approved for 1 exemption during the month of July 2019 that was requested for a bad address from calling party.

	TOTALS	ONTIME	LATE	PERCENT	STANDARD
Zone 1	1761	1608	153	91.31%	9:00
Zone 2	116	74	42	63.79%	11:00
Zone 3	42	13	29	30.95%	12:00
Zone 4	26	16	10	61.54%	15:00
KTA	2	1	1	50.00%	DEPENDS ON ZONE
<b>TOTALS</b>	<b>1947</b>	<b>1712</b>	<b>235</b>	<b>87.93%</b>	<b>80% PASSING</b>

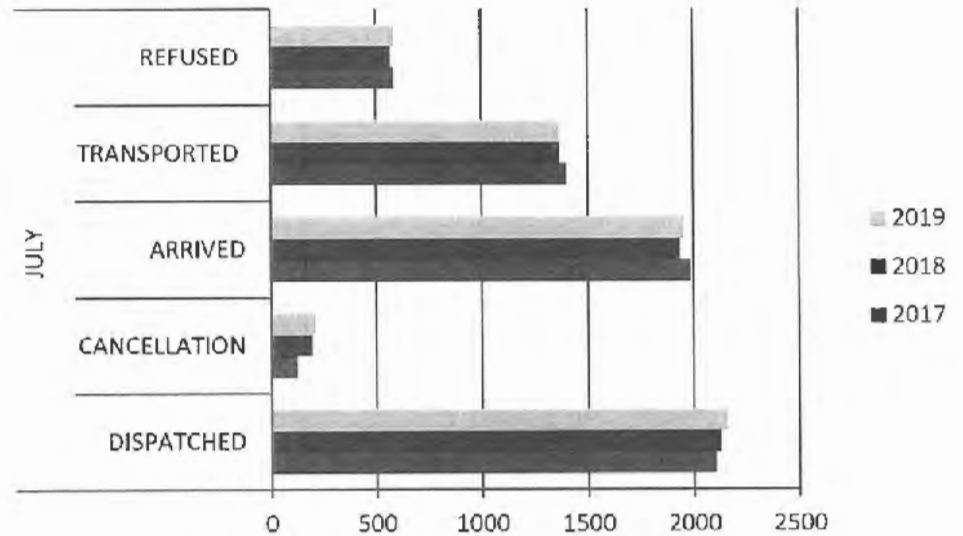
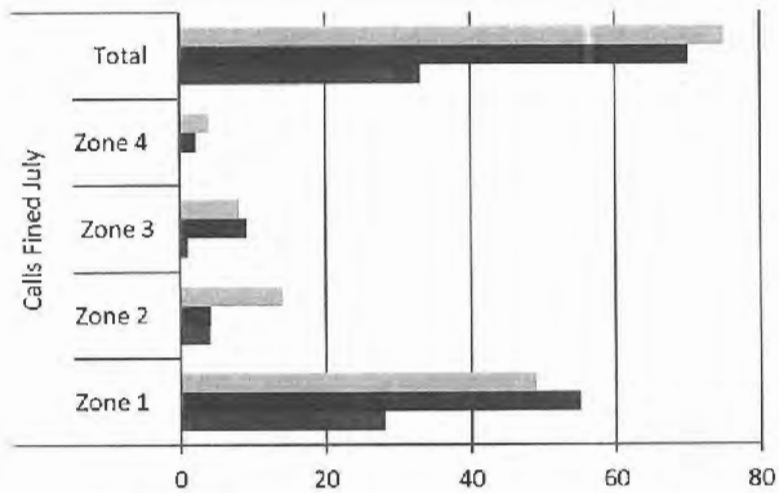
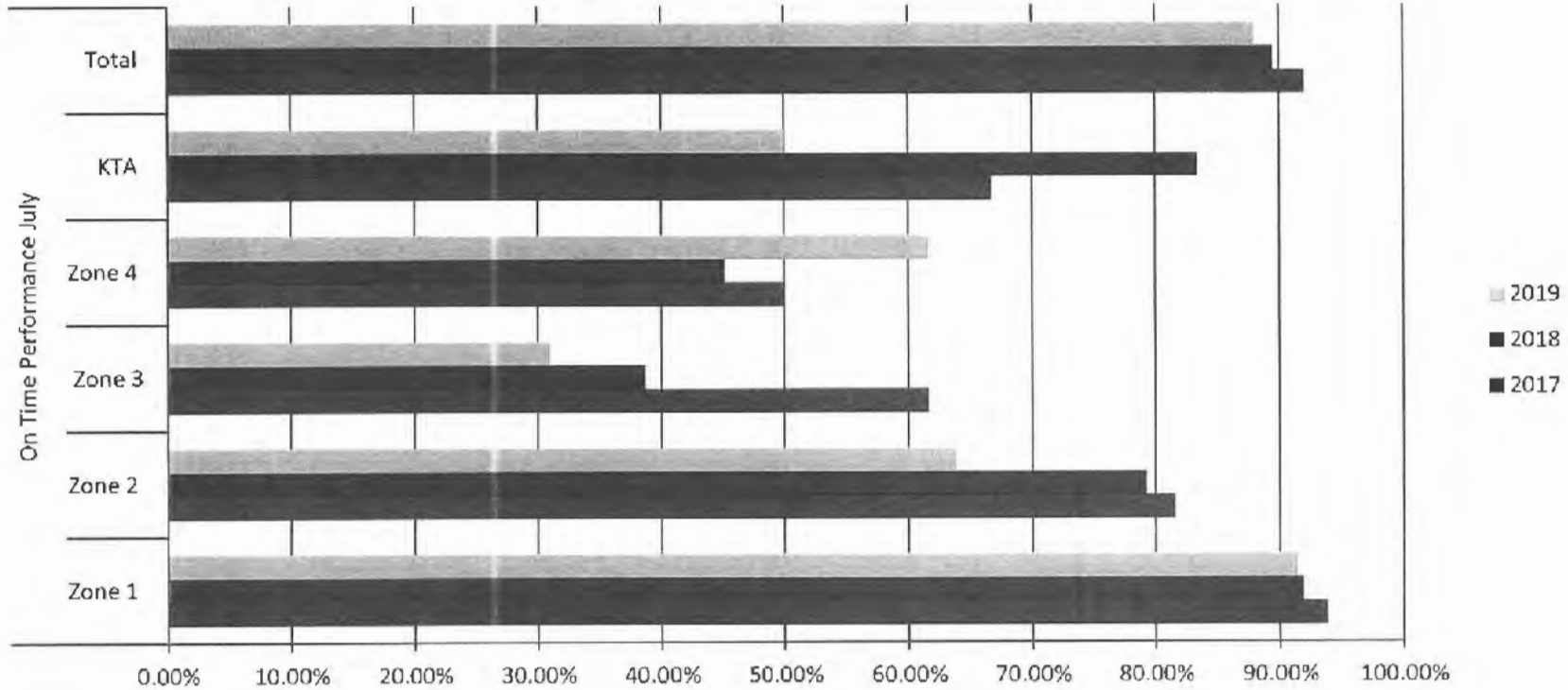
	LATES FINED	FINE AMOUNT	\$10 PER MIN OVER
Zone 1	49	\$2,190.00	15:00
Zone 2	14	\$460.00	18:00
Zone 3	8	\$480.00	20:00
Zone 4	4	\$230.00	22:00
<b>TOTALS</b>	<b>75</b>	<b>\$3,360.00</b>	

Please place on the Consent Agenda for review.

Should you have any questions please feel free to contact Compliance Officer Nelson E Casteel at [nelson.casteel@snco.us](mailto:nelson.casteel@snco.us) or 785-251-4558

###

# Ambulance Compliance Office - July 2019 Compliance



## Ambulance Compliance Office - July 2019 Compliance

ZONE	COMPARISON	7/19	YTO	7/18	7/17
1	On Time	1608	<b>10719</b>	1620	1698
1	Late	153	<b>1102</b>	145	113
1	Number Fined	49	<b>432</b>	55	28
1	Amount Fined	\$2,190.00	<b>\$23,230.00</b>	\$2,250.00	\$1,150.00
1	On time percentage	91.31%	<b>90.68%</b>	91.78%	93.76%
<b>ZONE TOTAL</b>		<b>1761</b>	<b>11821</b>	<b>1765</b>	<b>1811</b>
2	On Time	74	<b>492</b>	76	84
2	Late	42	<b>224</b>	20	19
2	Number Fined	14	<b>45</b>	4	4
2	Amount Fined	\$460.00	<b>\$1,960.00</b>	\$160.00	\$100.00
2	On time percentage	63.79%	<b>68.72%</b>	79.17%	81.55%
<b>ZONE TOTAL</b>		<b>116</b>	<b>716</b>	<b>96</b>	<b>103</b>
3	On Time	13	<b>123</b>	17	32
3	Late	29	<b>138</b>	27	20
3	Number Fined	8	<b>42</b>	9	1
3	Amount Fined	\$480.00	<b>\$1,890.00</b>	\$230.00	\$40.00
3	On time percentage	30.95%	<b>47.13%</b>	38.64%	61.54%
<b>ZONE TOTAL</b>		<b>42</b>	<b>261</b>	<b>44</b>	<b>52</b>
4	On Time	16	<b>118</b>	9	5
4	Late	10	<b>55</b>	11	5
4	Number Fined	4	<b>22</b>	2	0
4	Amount Fined	\$230.00	<b>\$1,520.00</b>	\$90.00	\$0.00
4	On time percentage	61.54%	<b>68.21%</b>	45.00%	50.00%
<b>ZONE TOTAL</b>		<b>26</b>	<b>173</b>	<b>20</b>	<b>10</b>
KTA	On Time	1	<b>13</b>	5	4
KTA	Late	1	<b>10</b>	1	2
KTA	On time percentage	50.00%	<b>56.52%</b>	83.33%	66.67%
<b>ZONE TOTAL</b>		<b>2</b>	<b>23</b>	<b>6</b>	<b>6</b>
ALL	On Time	1712	<b>11465</b>	1727	1823
ALL	Late	235	<b>1529</b>	204	159
ALL	Number Fined	75	<b>541</b>	70	33
ALL	Amount Fined	\$3,360.00	<b>\$28,600.00</b>	\$2,730.00	\$1,290.00
ALL	On time percentage	87.93%	<b>88.23%</b>	89.44%	91.98%
<b>SYSTEM TOTAL</b>		<b>1947</b>	<b>12994</b>	<b>1931</b>	<b>1982</b>
ALL	EXEMPTIONS	1	<b>36</b>	0	3

2017	MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-17	1580	52	1528	1165	363
Feb-17	1312	41	1271	1005	266
Mar-17	1967	124	1843	1348	495
Apr-17	1813	90	1723	1259	464
May-17	1984	141	1843	1333	510
Jun-17	1983	131	1852	1325	527
Jul-17	2101	119	1982	1396	586
YTD TOTALS	<b>12740</b>	<b>698</b>	<b>12042</b>	<b>8831</b>	<b>3211</b>

2018	MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-18	2238	159	2079	1495	584
Feb-18	1963	124	1839	1338	501
Mar-18	2006	132	1874	1338	536
Apr-18	2032	194	1838	1232	606
May-18	2211	183	2028	1379	649
Jun-18	2128	191	1937	1306	631
Jul-18	2121	190	1931	1363	568
YTD TOTALS	<b>14699</b>	<b>1173</b>	<b>13526</b>	<b>9451</b>	<b>4075</b>

2019	MONTHLY TOTALS				
	DISPATCHED	CANCELLATION	ARRIVED	TRANSPORTED	REFUSED
Jan-19	2114	189	1925	1403	522
Feb-19	1801	152	1649	1216	433
Mar-19	2105	163	1942	1400	542
Apr-19	1909	134	1775	1291	484
May-19	2099	173	1926	1406	520
Jun-19	2039	209	1830	1329	501
Jul-19	2154	207	1947	1361	586
YTD TOTALS	<b>14221</b>	<b>1227</b>	<b>12994</b>	<b>9406</b>	<b>3588</b>



111-5.

**OFFICE OF THE DISTRICT ATTORNEY**  
**THIRD JUDICIAL DISTRICT OF KANSAS**  
**Michael F. Kagay, District Attorney**

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Michael F. Kagay, District Attorney *MK*

**DATE:** September 25, 2019

**RE:** Request for Diversion Fund Payments

---

The District Attorney's Office wishes to pay the following invoices from their Diversion Fund account:

- 1) Independent Stationers for office supplies
  - a) Invoice No. 369144 dated September 16, 2019 in the amount of \$16.43
  - b) Invoice No. 369884 dated September 19, 2019 in the amount of \$200.26
- 2) Office Depot for office supplies
  - a) Invoice No. 374158531001 dated September 6, 2019 in the amount of \$45.12
  - b) Invoice No. 374159028001 dated September 6, 2019 in the amount of \$17.84
  - c) Invoice No. 375606661001 dated September 10, 2019 in the amount of \$31.16
  - d) Invoice No. 377114279001 dated September 12, 2019 in the amount of \$30.06
  - e) Invoice No. 377114146001 dated September 13, 2019 in the amount of \$69.99
  - f) Invoice No. 377813443001 dated September 14, 2019 in the amount of \$213.57
  - g) Invoice No. 377814865001 dated September 16, 2019 in the amount of \$5.84
- 3) SHI for computer software
  - a) Invoice No. B10357648 dated July 31, 2019 in the amount of \$808.00
- 4) ThermCraft for business cards
  - a) Invoice No. 93670 dated September 13, 2019 in the amount of \$54.50
- 5) Westside Stamp for pre-inked stamps and nameplates
  - a) Invoice No. 180773 dated September 9, 2019 in the amount of \$108.00
  - b) Invoice No. 180913 dated September 17, 2019 in the amount of \$36.00
- 6) Woodward, Tracy for transcript fees
  - a) Invoice No. 918 dated September 18, 2019 in the amount of \$54.00

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of \$1,690.77, to be paid from the Diversion Fund account.



Local Delivery Provided By:  
OFFICE PLUS OF KANSAS

# SALES INVOICE

Sales Invoice Number: SI00369144

Remit Independent Stationers, Inc.  
To: 5600 N River Road, Suite 700  
Invoice Questions: 847-261-0052  
Rosemont, IL 60018  
Contract No.: R141701  
800-231-9848

Sales Invoice Date: 09/16/19

Page: 1

Ordered By: Kathy Beach

Sold SHAWNEE COUNTY  
To: 200 SE 7TH ST  
TOPEKA, KS 66603

Ship DISTRICT ATTORNEY  
To: Kathy Beach  
200 SE 7TH RM 214  
DISTRICT ATTORNEY  
TOPEKA, KS 66603

ACCT. NO.	Sales Order No.	CUSTOMER PO	DEPARTMENT	DUE DATE
	PNW287284	000000		10/16/19

PNW Item	Description	Ord Qty	Ship Qty	Unit Price	Total Price
Customer ID:					
UNV21200	PAPER,XERO/DUP,WELTR,20#	6 CT	CT		
Core Contract Item					
RAC84922	WIPES,DISINF,2/PK,WH	2 PK	1 PK	16.43	16.43
QUA62903	SLEEVE,CD/DVD,47/8X5,WE	2 BX	BX		
Per TCPN Contract # R141701					
PFX62714	FOLDER,ET MCRBGD 2FA,ML	3 BX	BX		
Per TCPN Contract # R141701					
SMD34276	FLDR,FILE,ENDTAB,LTR,MLA	2 BX	BX		
Per TCPN Contract # R141701					

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	16.43	Subtotal:	16.43
				Total Sales Tax:	0.00
				Total:	16.43

(End of Report)



Local Delivery Provided By:  
OFFICE PLUS OF KANSAS

# SALES INVOICE

Sales Invoice Number: SI00369884

Remit Independent Stationers, Inc.  
To: 5600 N River Road, Suite 700  
Invoice Questions: 847-261-0052  
Rosemont, IL 60018  
Contract No.: R141701  
800-231-9848

Sales Invoice Date: 09/19/19

Page: 1

Ordered By: Kathy Beach

Sold SHAWNEE COUNTY  
To: 200 SE 7TH ST  
TOPEKA, KS 66603

Ship DISTRICT ATTORNEY  
To: Kathy Beach  
200 SE 7TH RM 214  
DISTRICT ATTORNEY  
TOPEKA, KS 66603

ACCT. NO.	Sales Order No.	CUSTOMER PO	DEPARTMENT	DUE DATE
	PNW288576	00000		10/19/19

PNW Item	Description	Ord Qty	Ship Qty	Unit Price	Total Price
Customer ID:					
UNV27412	PEN,BALLPT,ECONOMY,MED,	1 DZ	1 DZ	0.79	0.79
Core Contract Item					
SAN37001	MARKER,SHARPIE,ULTRAFN,B	1 DZ	1 DZ	15.65	15.65
Per TCPN Contract # R141701					
SAN37003	MARKER,SHARPIE,ULTRAFN,B	1 DZ	1 DZ	10.15	10.15
Per TCPN Contract # R141701					
UNV21200	PAPER,XERO/DUP,WELTR,20#	4 CT	4 CT	42.18	168.72
Core Contract Item					
UNV10210	CLIP,BINDER,MEDIUM	3 DZ	3 DZ	0.58	1.74
Core Contract Item					
UNV39510	PEN,GEL,R-BALL,MED,BK	1 DZ	1 DZ	3.21	3.21

Per TCPN Contract # R141701



Local Delivery Provided By:  
OFFICE PLUS OF KANSAS

# SALES INVOICE

Sales Invoice Number: SI00369884

Sales Invoice Date: 09/19/19

Page: 2

Ordered By: Kathy Beach

Remit Independent Stationers, Inc.  
To: 5600 N River Road, Suite 700  
Invoice Questions: 847-261-0052  
Rosemont, IL 60018  
Contract No.: R141701  
800-231-9848

Sold SHAWNEE COUNTY  
To: 200 SE 7TH ST  
TOPEKA, KS 66603

Ship DISTRICT ATTORNEY  
To: Kathy Beach  
200 SE 7TH RM 214  
DISTRICT ATTORNEY  
TOPEKA, KS 66603

ACCT. NO.	Sales Order No.	CUSTOMER PO	DEPARTMENT	DUE DATE
9	PNW266576	00000		10/19/19

Amount Subject to  
Sales Tax  
0.00

Amount Exempt  
from Sales Tax  
200.26

Subtotal: 200.26  
Total Sales Tax: 0.00  
Total: 200.26



ORIGINAL INVOICE

10000

Office DEPOT, Inc.

Office Depot, Inc
PO BOX 630813
CINCINNATI OH
45283-0813

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

Table with 3 columns: INVOICE NUMBER, AMOUNT DUE, PAGE NUMBER. Row 1: 374158531001, 45.12, Page 1 of 1. Row 2: INVOICE DATE, TERMS, PAYMENT DUE. Row 3: 06-SEP-19, Net 30, 12-OCT-19.

BILL TO:

ATTN: ACCTS PAYABLE
SHAWNEE CNTY DA
200 SE 7TH ST STE 214
TOPEKA KS 66603-3933

SHIP TO:

SHAWNEE CNTY DA
200 SE 7TH ST STE 214
TOPEKA KS 66603-3933

001528-000804



Table with columns: INVOICE NUMBER, PURCHASE ORDER, SHIP TO ID, ORDER NUMBER, ORDER DATE, SHIPPED DATE, BILLING ID, ACCOUNT, MANAGER, RELEASE, ORDERED BY, DESKTOP, COST CENTER, CATALOG ITEM #/ MANUF CODE, DESCRIPTION/CUSTOMER ITEM #, U/M, QTY ORD, QTY SHP, QTY B/O, UNIT PRICE, EXTENDED PRICE.

001528-000804

Summary table with columns: SUB-TOTAL (45.12), DELIVERY (0.00), SALES TAX (0.00), TOTAL (45.12). Includes note: All amounts are based on USD currency.

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

DETACH HERE

Table with columns: CUSTOMER NAME, BILLING ID, INVOICE NUMBER, INVOICE DATE, INVOICE AMOUNT, AMOUNT ENCLOSED.

FLO

002324481 3741585310010 00000004512 1 3

Please Send Your Check to:

OFFICE DEPOT, INC.
PO Box 660113
Dallas TX 75266-0113

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

# Office DEPOT, Inc.

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US  
FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
374159028001	17.84	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
06-SEP-19	Net 30	12-OCT-19

**BILL TO:**

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

001528-000804

**SHIP TO:**

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
	000000	DA	374159028001	05-SEP-19	06-SEP-19		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER		
			KATHY BEACH				
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
595347 11476087	WATER,NESTLE 595347	CA	4	4	0	4.460	17.84

SUB-TOTAL	17.84
DELIVERY	0.00
SALES TAX	0.00
<b>TOTAL</b>	<b>17.84</b>

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		374159028001	06-SEP-19	17.84	

FLO 002324481 3741590280018 00000001784 1 9

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

001528-000804

# Office DEPOT, Inc.

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

## ORIGINAL INVOICE

10000

### THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 265-3425  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
375606661001	31.18	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
10-SEP-19	Net 30	12-OCT-19

#### BILL TO:

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

#### SHIP TO:

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
00000		DA	375606661001	09-SEP-19	10-SEP-19		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	COST CENTER			
			KATHY BEACH	DESKTOP			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
311454	FILES,MSH,FLSH,WL,MNT,3PK	PK	2	2	0	15.580	31.18
311454	311454						

SUB-TOTAL	31.18
DELIVERY	0.00
SALES TAX	0.00
TOTAL	31.18

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 3 days after delivery.

#### DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		375606661001	10-SEP-19	31.18	

FLO 002324481 3756066610019 00000003116 1 6

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

000000000000804000000000804

001528-000804

ORIGINAL INVOICE

10000

**Office  
DEPOT, Inc.**

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

**THANKS FOR YOUR ORDER**

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
377114279001	30.06	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
12-SEP-19	Net 30	12-OCT-19

**BILL TO:**

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

**SHIP TO:**

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

001528-000804



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
	000000	DA	577114279001	11-SEP-19	12-SEP-19
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER
			KATHY BEACH		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/D	UNIT PRICE	EXTENDED PRICE
542263 OD542263	COLOR FF,LTR,1/3 CUT - JEW 542263	BX	1	1	0	13.370	13.37
181935 KK0232	BOARD,FORAY,CORK,24X36,O 181935	EA	1	1	0	16.690	16.69

001528-000804

SUB-TOTAL	30.06
DELIVERY	0.00
SALES TAX	0.00
<b>TOTAL</b>	<b>30.06</b>

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem as we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**DETACH HERE**

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		377114279001	12-SEP-19	30.06	

FLO 002324481 3771142790016 00000003006 1 7

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

ORIGINAL INVOICE

10000

**Office  
DEPOT, Inc.**

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

**THANKS FOR YOUR ORDER**

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US  
FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
377114146001	69.99	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
13-SEP-19	Net 30	19-OCT-19

**BILL TO:**

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

**SHIP TO:**

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

001522-000791



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
	000000	DA	377114146001	11-SEP-19	13-SEP-19		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER		
			KATHY BEACH				
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHIP	QTY B/D	UNIT PRICE	EXTENDED PRICE
831029 CARTCOFF-WHT	CART,COFFEE,ROLLING,3TR, 831029	EA	1	1	0	69.990	69.99

SUB-TOTAL	69.99
DELIVERY	0.00
SALES TAX	0.00
TOTAL	69.99

All amounts are based on USD currency

To return supplies, please repackage in original box and insert our packing list, or copy of this invoice. Please note problems so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**DETACH HERE**

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		377114146001	13-SEP-19	69.99	

FLO 002324481 3771141460017 00000006999 1 8

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

00000000000007910000000791\*

001522-000791

ORIGINAL INVOICE

10000

**Office  
DEPOT, Inc.**

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

**THANKS FOR YOUR ORDER**

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
377813443001	213.57	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
14-SEP-19	Net 30	19-OCT-19

**BILL TO:**

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

001522-000761

**SHIP TO:**

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
0	00000	DA	377813443001	13-SEP-19	14-SEP-19		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER		
			Sarah Powell				
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/C	UNIT PRICE	EXTENDED PRICE
342853 GJO11963	TOOL_KIT,42PC,W/CASE 342853	EA	1	1	0	36.590	36.59
794068 LIL71613	DISPENSER,4 794068	EA	2	2	0	88.490	176.98

SUB-TOTAL	213.57
DELIVERY	0.00
SALES TAX	0.00
TOTAL	213.57

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

**DETACH HERE**

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		377813443001	14-SEP-19	213.57	

FLO 002324481 3778134430014 00000021357 1 5

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.

001522-000761

# Office DEPOT, Inc.

Office Depot, Inc  
PO BOX 630813  
CINCINNATI OH  
45263-0813

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 243-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID:59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
377814865001	5.84	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
18-SEP-19	Net 30	19-OCT-19

**BILL TO:**

ATTN: ACCTS PAYABLE  
SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933

001522-000791

**SHIP TO:**

SHAWNEE CNTY DA  
200 SE 7TH ST STE 214  
TOPEKA KS 66603-3933



ACCOUNT NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
J	00000	DA	377814865001	13-SEP-19	16-SEP-19
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER
			Sarah Powell		

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
581429 NMD5201	GLOVE,NIT,PF,M,100BX,BLU 581429	BX	1	1	0	5.840	5.84

SUB-TOTAL	5.84
DELIVERY	0.00
SALES TAX	0.00
TOTAL	5.84

All amounts are based on USD currency

To return supplies, please re-pack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
SHAWNEE CNTY DA		377814865001	16-SEP-19	5.84	

FLO 002324481 377814865001 00000000584 1 3

Please  
Send Your  
Check to:

OFFICE DEPOT, INC.  
PO Box 660113  
Dallas TX 75266-0113

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



Federal tax ID: 22-3008648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire R# 121000248  
 ACH R# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBUIUS6S  
 For W-9 Form, [www.shi.com/W9](http://www.shi.com/W9)

**INVOICE NO.** B10357648  
**Invoice date** 7/31/2019  
**Customer number**  
**Sales order** S50099716

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
 KS-Shawnee County Information Technology  
 200 SE 7th, Suite 200  
 ATTN: AP  
 Topeka, KS 66603  
 USA

**Ship To**  
 KS-Shawnee County Information Technology  
 200 SE 7th  
 Suite 200  
 Topeka, KS 66603  
 USA

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
7/31/2019	Rob Hart	6234B	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
36024955 79P-05746 ESD Microsoft Select	OfficeProPlus 2019 SNGL MVL Windows - Multiple Windows Platform Single Language ESD Software Contract number: Open Market Enrollment No.: 8736A913 Agreement No.: 4908018 Country of Usage: USA	2	2	381.00	762.00
36024966 R18-05795 ESD Microsoft Select	WinSvrCAL 2019 SNGL MVL DvcCAL Windows - Multiple Windows Platform Single Language ESD Software Contract number: Open Market Enrollment No.: 8736A913 Agreement No.: 4908018 Country of Usage: USA	2	2	23.00	46.00

Quote: 17203841

Sales Balance	808.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
<b>Total</b>	<b>808.00</b>
Currency	USD



**ThermCraft**

3762 Bradview Drive  
 Sacramento CA 95827  
 Phone: (916) 363-9411 Fax: (916) 363-9414

**INVOICE****093670**

Page: 1

**INVOICE DATE: 09/13/19****CLIENT NO:**

**CONSULTANT N BR**  
 None

**TO:**  
 Shawnee County Courthouse  
 200 SE 7th Street  
 Room 201  
 Topeka KS 66603

**SHIP TO:**  
 ATTN: Sarah Powell  
 District Attorney's Office  
 200 SE 7th Street  
 Room 214  
 Topeka KS 66603

SHIPPED	UNIT	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1	BX/500	DA21K	District Attorney Cards Bjorklun	16.00	16.00
			Customer PO: 00000	Dist. PO#	128500
			Shipped: USPS Priority Mail		
			Notes:		
			Q-Net Order#: 20723		
1	BX/500	DA21K	District Attorney Cards Sharma-Crawford	16.00	16.00
			Customer PO: 00000	Dist. PO#	128500
			Shipped: USPS Priority Mail		
			Notes:		
			Q-Net Order#: 20723		
1	BX/500	DA21K	District Attorney Cards Wenger	16.00	16.00
			Customer PO: 00000	Dist. PO#	128500
			Shipped: USPS Priority Mail		
			Notes:		
			Q-Net Order#: 20723		

YOU MAY BE PAST DUE if you haven't gone to our new website. Make sure you are current in knowing what products we offer to help your business grow!!  
 Go to [www.thermcraft.com](http://www.thermcraft.com) today!

**SUBTOTAL 48.00**

**SALES TAX 0.00**  
**FREIGHT 6.50**  
**TOTAL 54.50**



# Invoice

Date	Invoice #
9/9/2019	180773

2030 SW Fairlawn Rd  
 Topeka, KS 66604  
 P: 785-272-7242 F: 785-272-1366  
 Email: shop@wssapromo.com

**Bill To**

**Shawnee County District Attorney**  
 200 SE 7th Street  
 Topeka, KS 66603

**Contact**

Kathy Beach

P.O. #	Terms	File
15405	Net 15	File

Quantity	Price Each	Description	Amount
3	36.00	2160 Dater E-FILED	108.00



SEP 19 2019

RECEIVED BY:

ah	<b>Subtotal</b>	\$108.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$108.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$108.00



# Invoice

Date	Invoice #
9/17/2019	180913

2030 SW Fairlawn Rd  
 Topeka, KS 66604  
 P: 785-272-7242 F: 785-272-1366  
 Email: shop@wssapromo.com

**Bill To**

Shawnee County District Attorney  
 200 SE 7th Street  
 Topeka, KS 66603

**Contact**

Sarah Powell

P.O. #	Terms	File
	Net 15	File

Quantity	Price Each	Description	Amount
4	9.00	Nameplates	36.00



SEP 19 2019

RECEIVED BY:

edr	<b>Subtotal</b>	\$36.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$36.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$36.00



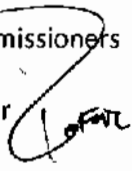
Shawnee County  
**Department of Corrections**  
501 SE 8<sup>th</sup> Avenue – Topeka, Kansas 66607 – (785) 291-5400

**Brian W. Cole, Director**

Adult Detention Facility – 501 SE 8th – Topeka, Kansas 66607 – (785) 251-5100 – FAX (785) 251-4924  
Youth Detention Facility – 401 SE 8th – Topeka, Kansas 66607 – (785) 251-7700 – FAX (785) 251-4963  
Community Corrections – 712 S. Kansas Ave – Topeka, Kansas 66603 – (785) 251-7800 – FAX (785) 233-8983

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Brian W. Cole, Director 

DATE: September 23, 2019

RE: **Request Approval of 2019-2020 Performance License Agreement with Swank Motion Pictures, Inc.**

I am requesting your approval of the renewal of an agreement between the Shawnee County Department of Corrections and Swank Motion Pictures, Inc. This agreement will authorize the Department of Corrections to show video presentations to inmates and juveniles without violating the individual or home performance licensing restriction of the majority of videocassettes and DVDs available through purchase and rental options.

The current agreement with Swank Motion Pictures, Inc. expires October 31, 2019. The new agreement will run from November 1, 2019 through October 31, 2020. The total cost of the service agreement is \$1,934.20, payable in one installment. Funds are available for this purpose within the offender commissary account (GL29JC000 JL213000000). The service agreement has been reviewed and approved as to form and legality by the County Counselor's office.

I will be available to answer any questions you may have.

BWC:tp

cc: Betty Greiner, Financial Administrator  
James Crowl, County Counselor  
Timothy Phelps, Deputy Director

## SWANK MOTION PICTURES, INC.

**PUBLIC PERFORMANCE LICENSING AGREEMENT  
FOR CORRECTIONAL INSTITUTIONS**

This AGREEMENT is made on this 12th day of September 2019, between SHAWNEE COUNTY DEPARTMENT OF CORRECTIONS ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

**1. Subject Matter and Term of Agreement**

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on November 1, 2019 and continue through October 31, 2020, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

**2. License**

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, TriStar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

**3. Terms**

In consideration of the License, SHAWNEE COUNTY DEPARTMENT OF CORRECTIONS shall pay Swank a License Fee of \$1,934.20 payable in one installment upon receipt of invoice.

**4. Payment**

Invoice is due and payable upon receipt.

**5. Advertising**

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

**6. Warranties**

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.

**SWANK MOTION PICTURES, INC.**  
**PUBLIC PERFORMANCE LICENSING AGREEMENT**  
continued

**7. Notices**

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:  
**SWANK MOTION PICTURES, INC.**  
10795 Watson Road  
St. Louis, Missouri 63127-1012  
Attn: John Kersting  
Institution Sales Manager

If to Licensee:  
**SHAWNEE COUNTY DEPARTMENT OF CORRECTIONS**  
501 South East 8th Street  
Topeka, GA. 66607  
Attn: Maj Tim Phelps  
Recreation

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

**8. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By   
John Kersting  
Institution Sales Manager

SHAWNEE COUNTY DEPARTMENT OF  
CORRECTIONS


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A**

**LOCATION:**

SHAWNEE COUNTY DEPARTMENT OF  
CORRECTIONS

Topeka, GA. 66607

Approved as to Legality  
and Form: Date 9.22.14  
  
ASST. CO. COUNSELOR

ATTACHMENT TO  
SHAWNEE COUNTY CONTRACT C 350-2019

**CONTRACTUAL PROVISIONS ATTACHMENT**

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 1<sup>st</sup> day of November 2019.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.
4. **DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

6. **ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
7. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges, and no provisions will be given effect which attempts to exclude, modify, disclaim, or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **INSURANCE.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.
11. **AUTOMATED CLEARING HOUSE (ACH).** Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

VENDOR/CONTRACTOR:

John [Signature]  
By  
Institution Sales Manager  
Title:

Date: 9/19/19

BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS

Robert E. Archer, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

114-7

# MEMORANDUM

TO: Board of County Commissioners  
FROM: Lea Dawn Welch, 3<sup>rd</sup> Judicial District Court Administrator *LDW*  
DATE: September 26, 2019  
RE: Approval for use of Courtrooms for National Adoption Day 2019

Please place this item on the next available BOCC Agenda for consideration and approval.

KVC Behavioral Healthcare has requested the use of multiple courtrooms for the 2019 National Adoption Day on Saturday, November 16. The Third Judicial District will have a minimum of two judges volunteering their time to perform adoptions for children in the foster care system.

Nearly 40 adoptions were performed on National Adoption Day last year. We are hopeful that even more children can be adopted this year.

Please feel free to contact me at (785) 251-6789 if you have any questions or need additional information.





III 8.

**Shawnee County**  
**DEPARTMENT OF HUMAN RESOURCES**  
**Angela K. Lewis, Director**  
200 SE 7<sup>th</sup>, Room B-28  
Topeka, Kansas 66603  
Phone: (785) 251-4435  
Fax (785) 251-4901, [www.snco.us](http://www.snco.us)

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Angela K. Lewis, Director of Human Resources

DATE: September 30, 2019

RE: 2020 Blue Cross Blue Shield Contract

Please place this item on the Monday, October 7, 2019, agenda for the regularly scheduled meeting of the Board of County Commissioners.

Please consider approval of the attached contract with Blue Cross Blue Shield. There is no change to the plan deductible or co-insurance rates.

Please contact me at ext 4440 if you have any questions about this item.

Cc: Betty Greiner, Administrative Services Director  
James Crowl, County Counselor

**ASO - Summary of Charges**

Group Name: **Shawnee County**  
 Effective Period: **1/1/2020 - 12/31/2020**

**\*\*\* EARLY FINAL \*\*\***

Group #: **96229**  
 MPN: **96229**

**\*\* Option A \*\***

**\*\* Option 1 \*\***

**1. Benefit Summary**

Blue Choice - Comp Major Medical \$1,000/\$3,000 deductible; (\$2,000/\$6,000 coins. @ 80/20); \$30 OVC with \$300 Lab/Xray rider; \$200 ER copay; Accidents subject to deductible and coinsurance; Unlimited Lifetime Max.; Dependents to 28; OB Benefits available to all Employee and Spouse only Excluding Dependents of Dependents; Mental Health Parity; HCR Preventive Services including one colonoscopy @100% annually; Skilled Nursing; Annual Health Only Out of Pocket Maximum \$3,000/\$9,000; Includes Autism Coverage; Includes Telemedicine with local providers (Excludes Amwell); Excludes Elective Abortions

\* After ACA preventive benefits, cover one electric breast pump and supplies per benefit period at 100% up to \$400 max In-network.

**2. Monthly Expected Claims - Incurred Basis**

	<u>Emp</u>	<u>E/Ch</u>	<u>E/Sp</u>	<u>E/Dep</u>	
A) Health	527.37	684.48	796.32	965.08	
	<u>\$527.37</u>	<u>\$684.48</u>	<u>\$796.32</u>	<u>\$965.08</u>	Rate ID Type 18

2A. Annualized Expected Claims\* *Total of all options* **\$8,213,173.76**

2B. Aggregate Attachment Point @ 115%\* *Total of all options* **\$7,145,148.82**  
*\* Initial Aggregate Attachment Point will be based on first month's enrollment*

2C. Annualized Estimate of Value Based Services **\$198,719.16**

**3. Monthly Billed Charges**

A) Administration Expense <i>Admin. Exp.: 2020 @ \$41.87</i>	41.67	41.67	41.67	41.67	
B) Aggregate Stop-Loss @ 115% <i>w/ Monthly Aggregate</i>	6.32	7.96	9.54	11.57	
C) Individual Stop-Loss @ \$200,000	39.81	50.16	60.11	72.86	
	<u>\$87.80</u>	<u>\$99.79</u>	<u>\$111.32</u>	<u>\$126.10</u>	

3A. Annualized Billed Charges\* *Total of all options* **\$965,512.88**

4. Total Monthly Liability at Expected **\$615.17**    **\$764.27**    **\$907.64**    **\$1,091.18**

4A. Annualized Liability at Expected\* **\$7,178,686.44**

4B. Annualized Liability at Expected including Value Based Services  
*Total of all options* **\$7,377,405.60**

5. Total Monthly Liability at 115% **\$694.28**    **\$863.94**    **\$1,027.09**    **\$1,235.84**

5A. Annual Liability at 115% (excludes Value based Services)  
*Total of all options* **\$8,110,862.50**

Agreement to return 80% of the 2020 contract year rebates to be distributed quarterly.

\*Based On Contract Counts of  
 Health - Option A: 536 Emp - 177 E/Ch - 53 E/Sp - 78 E/Dep

\*\*\* BLUES ENROLLMENT: BEH \*\*\*  
 \*\*\* HCR GRANDFATHERED GROUP: NO \*\*\*  
 \*\*\* MEETS MINIMUM VALUE: Y \*\*\*

Signed by: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved as to Legality and Form: Date **9-22-19**

**ASST. CO. COUNSELOR**

ASO  
Operating Expense / Stop-Loss Rates

**\*\*SOLD\*\***

Group Name: **Shewnee County**

**\*\*\* EARLY FINAL \*\*\***

Group #: **98229**  
MPN: **98229**

Effective Period: **1/1/2020 - 12/31/2020**

FINANCIAL CODE: 005

\*\* Renewal Benefits \*\*

**MONTHLY RATES**

GOE less Vend Adm (Rate ID Type 03)  
Administration Expense w/Vend Adm

	<u>Emp</u>	<u>E/Ch</u>	<u>E/Sp</u>	<u>E/Deps</u>
Health and Drugs	41.67	41.67	41.67	41.67
	<b>\$41.67</b>	<b>\$41.67</b>	<b>\$41.67</b>	<b>\$41.67</b>

Type Benefit 096/496 (Rate ID Type 08)  
Individual S-L @ \$200,000

	<u>Emp</u>	<u>E/Ch</u>	<u>E/Sp</u>	<u>E/Deps</u>
Health and Drugs	39.81	50.16	60.11	72.86
	<b>\$39.81</b>	<b>\$50.16</b>	<b>\$60.11</b>	<b>\$72.86</b>

Type Benefit 096/496 (Rate ID Type 07)  
Aggregated S-L @ 115% w/M.A.

	<u>Emp</u>	<u>E/Ch</u>	<u>E/Sp</u>	<u>E/Deps</u>
	6.32	7.96	9.54	11.57
	<b>\$6.32</b>	<b>\$7.96</b>	<b>\$9.54</b>	<b>\$11.57</b>

*(All products subject to stop loss)*



**AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES  
FOR A SELF-FUNDED HEALTH BENEFIT PLAN  
(INCURRED BASIS)**

This Agreement is entered into by and between BLUE CROSS AND BLUE SHIELD OF KANSAS, INC., (hereinafter "BCBSKS") and "Company" (as named below) for the purpose of providing for administration by BCBSKS of Company's self-insured health benefit plan, which has been adopted by Company for the purpose of providing certain health benefits to all eligible members (hereinafter "participants") under the terms and conditions set forth herein.

1. BCBSKS is a corporation organized and domiciled in Kansas and is authorized by law to provide administrative services to an employer or voluntary employees' beneficiary association which provides health care benefits to its employees or members.

2. Name of Company: Shawnee County  
Name of Benefit Plan: Shawnee County  
Title of Plan Administrator for Benefit Plan: Human Resources

Benefit Plan is established by Company for beneficiaries (which term includes "participants" or "subscribers") of the Benefit Plan.

3. The parties agree that Blue Cross and Blue Shield of Kansas, Inc., has been retained to administer claims and is not the insurer of this Benefit Plan. Blue Cross and Blue Shield of Kansas, Inc. provides administrative claims payment services and does not assume any financial risk or obligation with respect to claims, except to the extent benefits are paid under any stop loss coverage.

4. Any dispute arising between the parties to this Agreement shall be resolved according to the Dispute Resolution Procedure stated in this paragraph #4.

A. The Dispute Resolution Procedure shall not apply to the rights of participants in pursuit of benefits, eligibility or other participant rights under the Company's self-insured health benefit plan.

B. The Dispute Resolution Procedure shall apply also to the parties when one of the parties is a member of a purported class in a class action case.

C. Description of the Dispute Resolution Procedure.

(i) **Inquiry/Reconsideration.** The party asserting a disputed matter shall make written inquiry through its signatory to this Agreement addressed to the other party's signatory clearly identifying the subject as one made pursuant to this Dispute Resolution Procedure. The written inquiry must include facts stated with sufficient specificity for the other party to understand the nature of the dispute. The party receiving the inquiry shall make good faith efforts to respond in writing to the inquiry within 30 days.

(ii) If the inquiring party is not satisfied with the response, it may make a written appeal within 30 days after receiving the other party's response to its inquiry. The appeal shall state the basis of the dispute, why the response is not satisfactory, and the proposed method of resolving the dispute. The receiving party shall make a good faith effort to respond in writing within 30 days.

(iii) If the matter remains unresolved after inquiry and appeal either party may request non-binding mediation by submitting a written request within 30 days of receipt of the other party's appeal response. Mediation shall proceed only if both parties agree to the mediation. Upon agreement the parties shall cooperate in good faith to designate a mutually acceptable mediator who is qualified to consider the issues likely to be raised during the mediation and within 30 days after the parties submit the dispute to mediation. The parties shall equally share the mediator's fees and costs, although each party shall be solely responsible for its costs of participation, including its attorney fees. The mediator

may terminate any mediation if either party fails to comply with applicable rules or deadlines or if the parties are unable to voluntarily resolve their dispute.

- (iv) If the parties are not able to resolve their dispute by the procedures described above, the matter shall be submitted to binding arbitration pursuant to the Federal Arbitration Act and according to the then current Commercial Arbitration Rules of the American Arbitration Association. Either party may make a written demand for binding arbitration within 30 days after it receives a response to its appeal or the conclusion of the mediation of the dispute. The venue of the arbitration shall be Topeka, Kansas unless otherwise agreed. The arbitration shall be conducted by a panel of three (3) qualified arbitrators, unless the parties otherwise agree. The arbitrators may sanction a party, including ruling in favor of the other party, if appropriate, if a party fails to comply with applicable procedures or deadlines established by those Arbitration Rules.

Each party shall be responsible for one-half of the arbitration agency's administrative fee, the arbitrators' fees and other expenses directly related to conducting that arbitration. Each party shall otherwise be solely responsible for any other expenses incurred in preparing for or participating in the arbitration process, including that party's attorney's fees.

The claimant shall pay the applicable filing fee established by the American Arbitration Association, but the filing fee may be reallocated or reassessed as part of an arbitration award either, in whole or in part, at the discretion of the arbitrator/arbitration panel if the claimant prevails upon the merits. If the claimant withdraws its demand for arbitration, then the claimant forfeits its filing fee and it may not be assessed against BCBSKS.

The arbitrators shall consider each claimant's demand individually and shall not certify or consider multiple claimants' demands as part of a class action; shall be required to issue a reasoned written decision explaining the basis of their decision and the manner of calculating any award; shall limit review to whether or not the Benefit Plan's action was arbitrary or capricious; may not award punitive, extra-contractual, treble or exemplary damages; may not vary or disregard the terms of the Provider's participation agreement, the certificate of coverage and other agreements, if applicable; and shall be bound by controlling law, when issuing a decision concerning the Dispute. Emergency relief such as injunctive relief may be awarded by an arbitrator/arbitration panel. A party shall make application for any such relief pursuant to the Optional Rules for Emergency Measures of Protection of the American Arbitration Association (most recent edition). The arbitrators' award, order or judgment shall be final and binding upon the parties. That decision may be entered and enforced in any state or federal court of competent jurisdiction. That arbitration award may only be modified, corrected or vacated for the reasons set forth in the United States Arbitration Act (9 U.S.C. §1).

5. BCBSKS provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.
6. Plan Administrator hereby expressly delegates its authority to BCBSKS to perform the services and provide the supplies, forms and materials set forth in this Agreement in connection with the administration and operation of the Benefit Plan. BCBSKS agrees to perform the following services on behalf of Company and at the direction of Company's designated Plan Administrator:
  - A. Provide general administrative, accounting, data processing, cost control, marketing, claims processing, fiscal and other related services to Plan Administrator on the same basis and in the same manner as provided to Plan Sponsors and Plan Administrators of Benefit Plans whose benefits are underwritten by BCBSKS.
  - B. Advise and assist in a consultative capacity with regard to the benefits under the Benefit Plan and any subsequent revisions of the Benefit Plan as may be deemed appropriate from time to time, including advice and assistance with respect to provisions relating to eligibility, effective dates, coverage and cessation of coverage under the Benefit Plan.
  - C. Administer the Coordination of Benefits, Third Party Liability, and Pre-existing Conditions provisions of the Benefit Plan.
  - D. Produce and provide Benefit Descriptions and Identification Cards to Benefit Plan participants.

- E. Establish, maintain and update records relating to Benefit Plan participants' eligibility for benefits, and timely respond to inquiries and appeals of Benefit Plan participants and appropriate third parties regarding benefits, claims processing and participant status.
- F. Advise Plan Administrator with respect to claims procedures and assist with the implementation of procedures including those for submission of claims. All claims for benefit payments shall be made on forms satisfactory to BCBSKS. BCBSKS shall, at its own expense, design, produce and provide claims and administrative forms to Plan Administrator for the use of Benefit Plan participants.
- G. Process claims and exercise full discretionary authority in construing benefits for claims submitted and determine the amount of benefits for which Benefit Plan participants are eligible in accordance with the terms and provisions of the Benefit Plan. This construction of benefits for claims shall be the exclusive responsibility of BCBSKS and will include the following when deemed appropriate by BCBSKS:
- (i) Professional evaluation of claims by BCBSKS medical staff and medical consultants;
  - (ii) Critical examination of charges for medical services that are identified as exceeding BCBSKS' established criteria, discussion of such charges with the providers of services as appropriate, and determination of benefits, based on BCBSKS' criteria and any such discussion with the provider of such services;
  - (iii) Review of claims to establish medical necessity, cost effectiveness or experimental/investigational status of services rendered or expenses incurred; and
  - (iv) In processing claims, determine if utilization review requirements were met, if large case management procedures were followed and determine the amount of any reductions in benefits when such requirements are not met or such procedures are not followed. BCBSKS is responsible for and shall provide personally or through contract for any utilization review, precertification, cost-effective or case management services.
  - (v) For the purposes of this Agreement, a covered service is considered to be deemed incurred on the date of service, except for bed-patient Hospital or Medical Care Facility services and Doctor's Medical Services provided to bed-patients, in which case rendered services shall be deemed incurred:
    - 1. For admissions occurring prior to the effective date of this Agreement, on the effective date, Benefits shall only be provided for services rendered on or after the effective date.
    - 2. For admissions occurring on or after the effective date of this Agreement, the date of admission. However, should this Agreement terminate prior to the release of a Benefit Plan participant from such Hospital or Medical Care Facility, benefits shall only be provided for those services rendered up to and including the termination date. In the event the Company has included in their benefit description a provision extending coverage for 31 days for Benefit Plan participants confined in the hospital on the termination date of their coverage, benefits shall only be provided for those services rendered up to the earlier of the date the Benefit Plan participant is discharged from the hospital or end of the extension. Benefits available under any such extension of benefits provision shall be secondary to the benefits of any subsequent replacement group health benefit plan or policy intended to provide continuous coverage as of the effective date of the replacement policy.
- H. Compute and verify the amount of benefits, and prepare and furnish each claimant an appropriate statement of benefits.
- I. Make payment of approved claims or amounts due to BCBSKS participating health care providers for health care benefits provided to Benefit Plan participants. Such payments shall be issued in the manner described in Attachment A hereto.
- J. Assist in establishing banking arrangements to provide for the payment of benefits under the Benefit Plan.
- K. Furnish a weekly accounting to Plan Administrator of all payments of claims made under the Benefit Plan.

- L. Notify claimants of denied claims and the reason for denial.
  - M. BCBSKS shall have discretionary authority and fiduciary responsibility for provision of full and fair review of claims, claim denials and appeals thereof. Final determination of payment or denial of claims or of appealed claims shall be made by BCBSKS following appropriate analysis and review which may include consultation with the Plan Administrator. Plan Administrator will promptly submit to BCBSKS any request it receives for a review of a claim for benefits which has been denied, in order that BCBSKS may provide a full and fair review of the claim.
  - N. BCBSKS shall provide Plan Administrator with such claim or statistical information and underwriting and actuarial services as may be reasonably required by and legally provided to Plan Administrator.
  - O. Make available to Benefit Plan participants who terminate their coverage under the Benefit Plan for reasons described in the Summary Plan Description an individual contract for benefits for health care services, which availability Company agrees to describe in the Summary Plan Description in a manner acceptable to Plan Administrator and BCBSKS.
  - P. Prepare and file Form 1099 with the Internal Revenue Service of the United States Department of the Treasury and send separate statements to providers of medical services furnishing information, as required by the Internal Revenue Code and Regulations thereunder, regarding amounts paid to those providers on behalf of Benefit Plan.
  - Q. Provide Plan Administrator with such accounting and other information at such times as necessary for Plan Administrator to file reports required in connection with ERISA.
7. Company and Plan Administrator agree to reimburse BCBSKS for all amounts properly advanced by BCBSKS for the payment of claims under the Benefit Plan, under the terms and provisions described in Attachment A to this Agreement. BCBSKS agrees to pay claims for benefits in a timely manner and to timely bill Company for such benefits payments in the manner described in such Attachment A.
8. Company agrees to pay BCBSKS administrative fees as described in Attachment A for those services performed by BCBSKS under this Agreement.
9. It is the Plan Administrator's responsibility to evaluate, review, and determine whether applicants, participants, and beneficiaries are eligible for participation based on the eligibility criteria agreed to by Company and BCBSKS. Plan Administrator agrees to provide BCBSKS with a list of participants covered by the Benefit Plan in such form and with such additional data regarding such participants as are acceptable to Plan Administrator and BCBSKS. Company agrees to notify BCBSKS in a timely manner of any changes in a participant's employment status that also affects eligibility to participate in Benefit Plan. BCBSKS shall not be liable for any clerical errors or omissions made by Benefit Plan which result in extensions of benefits to a participant who was not eligible or denial of benefits to a participant who was not eligible or denial of benefits to a participant who was eligible. Any claims paid by BCBSKS as a result of such error or omission shall not be a liability of or chargeable to BCBSKS. Notwithstanding the foregoing and regardless of fault, BCBSKS shall make a diligent effort to recover overpayments or payments made in error, but shall not initiate legal proceedings for any such recovery on behalf of Benefit Plan.
10. The following provisions are applicable for the administration of benefits for the Benefit Plan participants who are not eligible for Medicare and who choose to continue coverage under the health care benefits program of the Benefit Plan through their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 and any amendments thereto, (commonly referred to as COBRA), and of the distribution of monies associated therewith.
- A. The Company or Plan Administrator agrees as follows:
    - (1) To provide BCBSKS notice of any Benefit Plan participants who, as a result of a qualifying event under the provisions of COBRA, become eligible for continued group benefits under COBRA. The Company or Plan Administrator will provide such notice to BCBSKS within 14 days of the date that it becomes aware of a qualifying event of a participant.
    - (2) To provide the participant who becomes eligible for COBRA as a result of a qualifying event, the COBRA Declaration Form, that has been provided by BCBSKS, so as to enroll such participant in this program of continued group benefits.

B. BCBSKS agrees as follows:

- (1) Upon receipt of the notice of those participants who are eligible for continued group benefits under COBRA from the Benefit Plan, and the request from the participants to be covered under COBRA, establish a COBRA membership for such participants and maintain that membership until such participants' rights expire under the provisions of COBRA.
- (2) Bill the participant directly for such coverage as provided under the provisions of COBRA.
- (3) BCBSKS' obligations apply only to those portions of the health plan BCBSKS administers.

C. BCBSKS will collect from eligible COBRA participants the applicable Benefit Plan premium plus an additional 2.0% as permitted under Federal Law. This additional 2.0% will be retained by BCBSKS to offset the additional administrative expenses associated with the handling of COBRA coverage. The remaining portion of the premium will be returned to the Company or Plan Administrator less administrative fees otherwise applicable to the Benefit Plan under this Agreement including, but not limited to, those fees enumerated under Section 7 above, as well as any premiums associated with applicable stop loss coverage.

11. Inspection of Records:

At such reasonable times as shall be agreeable to Plan Administrator and BCBSKS, BCBSKS will make available for audit by Plan Administrator's designated auditors (during normal business hours) its files, books and records pertaining to the Benefit Plan.

12. Standard of Care:

BCBSKS shall perform its duties and obligations under this Agreement in a timely fashion and in a careful and prudent manner. "Prudent" shall mean that level of care which a similarly situated claims administrator would exercise under similar circumstances. "Similar Circumstances" shall be determined by considering factors which include but are not limited to: (1) the nature of the claims processed; (2) the volume of claims processed; and (3) the total amount of benefits paid. To the extent BCBSKS is functioning as a fiduciary as that term is defined by ERISA, it shall discharge its duties with respect to the Benefit Plan solely in the interests of Benefit Plan participants and for the exclusive purpose of providing benefits for Benefit Plan participants and defraying reasonable expenses of administering the Benefit Plan.

13. Overpayment of Claims:

- A. BCBSKS will exhaust all prudent means of recovering all Overpayments it makes from the Benefit Plan. As used in this Agreement, "Overpayment" means any amount which Plan Administrator and BCBSKS shall agree has been mistakenly or wrongly paid from the Benefit Plan, including duplicate payments, mistaken payments, payments in excess of that actually owed, and any other amount not required to be paid under the terms of the Benefit Plan. The Parties will cooperate in efforts to recover Overpayments.
- B. BCBSKS shall indemnify the Benefit Plan for an Overpayment if it is determined, as specified in Section C of this Paragraph, that such payment was caused directly by an act or omission by BCBSKS which was: (a) criminal, fraudulent or dishonest; or (b) in intentional disregard of BCBSKS' obligations under this Agreement; or (c) part of a repetitive course of conduct which was so clearly in disregard of BCBSKS' obligations under this Agreement as to justify a presumption that it was intentional.
- C. A determination of whether BCBSKS' act or omission was as described in Section B of this Paragraph, that such payment was caused directly by an act or omission by BCBSKS, shall be made by: (a) an agreement between Plan Administrator and BCBSKS; or (b) if Plan Administrator and BCBSKS cannot reach agreement, by a determination of an arbitrator in accordance with the Rules of the American Arbitration Association.
- D. Company shall indemnify BCBSKS for direct out-of-pocket third party legal fees, disbursements and court costs incurred by BCBSKS to recover Overpayments unless, in accordance with Sections B and C of this Paragraph, BCBSKS must indemnify Company for the amount of such Overpayments. BCBSKS shall periodically inform Plan Administrator of the manner and status of its attempts to recover such



Overpayments and costs incurred as to the date of the status report.

- E. If an Overpayment of Benefit Plan benefits was made at the written direction of Plan Administrator, Benefit Plan shall indemnify BCBSKS for the third party legal fees, disbursements and court costs incurred by BCBSKS to recover such Overpayment.
- F. The provisions of this Paragraph will survive termination of this Agreement.

14. Recoveries by BCBSKS:

There may be circumstances in which BCBSKS recovers amounts paid as claims expense from the provider of service, from the subscriber, or from a third party. Such circumstances include rebates paid to BCBSKS by pharmaceutical manufacturers based upon amounts of claims paid by BCBSKS for certain specified pharmaceuticals, amounts recovered by BCBSKS from health care providers or pharmaceutical manufacturers through certain legal actions instituted by the company relating to the claims expense of more than one insured, recoveries by BCBSKS of overpayments made to health care providers or to insureds, and recoveries from other parties with whom BCBSKS contracts or otherwise relies upon for payment or pricing of claims. In addition, such recoveries might include recoveries through subrogation. The following rules govern BCBSKS' actions with respect to such recoveries:

- A. In the event such recoveries relate to claims paid more than a year and 90 days before the recovery, no adjustment will be made to any deductible or coinsurance paid by a Benefit Plan participant and BCBSKS (subject to the limitations otherwise set forth below) shall be entitled to retain such recoveries. If the recovery relates to a claim paid within a year and 90 days, deductibles and coinsurances for a Benefit Plan participant will be adjusted if affected by the recovery, and Benefit Plan shall retain such recoveries as provided in 13.B-E. above.
- B. If such recovery amounts to less than \$500 attributable to any "contract period" (the period of time in which the deductible or coinsurance is calculated) for any Benefit Plan participant, no adjustments in deductibles or coinsurances will be made, and Benefit Plan (subject to the limitations otherwise set forth herein) shall be entitled to retain such recoveries for its own use.
- C. If an individual is no longer covered by this benefit program at the time any such recovery is made, Benefit Plan (subject to limitations otherwise set forth herein) shall be entitled to retain such recovery for its own use.
- D. In the event BCBSKS receives rebates from pharmaceutical manufacturers based upon amounts of claims paid by BCBSKS for certain specified pharmaceuticals, BCBSKS shall be entitled to retain twenty (20) percent of such rebates for its own use, and no adjustments will be made to any claims paid on behalf of Benefit Plan, to deductibles or coinsurances paid by Benefit Plan participants, or to any other cost-sharing amounts. BCBSKS shall credit the remaining eighty (80) percent of such rebates to the Company's claims payment account generally on a quarterly basis but in all cases within ninety (90) days of receipt by BCBSKS. If this agreement has been terminated by either party prior to all accrued and owed rebate funds being remitted, BCBSKS shall instead remit the 80% share to the Company via check or wire transfer within the same ninety (90) day timeframe.
- E. If Company no longer contracts with BCBSKS at the time the recovery occurs, recoveries otherwise owing to the Company pursuant to the foregoing will be paid to the Company if required under Section A above. Nothing, however, obligates BCBSKS to continue to pursue subrogation or other recoveries after termination of this Agreement, and such active subrogation files as BCBSKS maintains shall be returned to the Company upon such termination.
- F. BCBSKS has no obligation to pursue recovery from health care providers or manufacturers of health care products or services on behalf of Benefit Plan for causes of action arising out of violations of antitrust law, fraud, claims relating to fraud (including claims under the Racketeering Influenced and Corrupt Organizations Act), and its administration of subrogation provisions under the Company's Benefit Plan shall be limited in such circumstances solely to cases in which Benefit Plan participants have individually initiated a claim or cause of action. Notwithstanding the foregoing, if (a) BCBSKS asserts a claim or cause of action against a party (other than Benefit Plan itself) arising out of antitrust violations or fraud by health care providers or manufacturers of health care products or services relating to claims paid by BCBSKS under insured contracts and (b) claims payments made by BCBSKS on behalf of Benefit Plan and Benefit

Plan participants would have been equally affected under the circumstances of such claim or cause of action, then Benefit Plan assigns to BCBSKS its rights under such claim or cause of action. If recoveries by BCBSKS in such a claim or cause of action are less than actual injury asserted by BCBSKS for itself and on behalf of Benefit Plan and other similarly situated Benefit Plans, then BCBSKS shall pay to Benefit Plan a prorated amount based upon claims costs under Benefit Plan compared to claims costs of BCBSKS under its insured programs. No adjustments of deductibles or coinsurances will be made for Benefit Plan participants in such circumstances. This assignment of a cause of action shall survive termination of this Agreement.

- G. The total amount of any recoveries which are available for adjustments to claims of or payments to Company or for adjustments to cost sharing of Benefit Plan participants of the program of Company in the form of deductibles or coinsurances will be reduced by the cost to BCBSKS to procure that recovery, including amounts paid in attorney fees, amounts paid to collection agencies or other entities obtaining recoveries on a contingency basis, and other costs.
- H. In the event Company holds a stop-loss agreement from BCBSKS, any amounts recovered by operation of the subrogation provision will be applied to reduce the Claims Expense attributed to the Company under such stop-loss agreement. The effect of such reduction will be to eliminate from claims costs applied towards the Attachment Point under such stop-loss agreement amounts recovered through subrogation. In doing so, the following procedures will apply:
- (1) The amount of subrogation recoveries applied will be the net amount of subrogation recoveries after eliminating the cost for recovery, including attorney fees, if any.
  - (2) If BCBSKS has become liable under any such stop-loss agreement during a Contract Period, and the effect of such subrogation recovery, whenever made, would have been to reduce or eliminate such liability, then BCBSKS shall be entitled to retain such subrogation recoveries to the extent of its obligations under such stop-loss agreement, remitting to Company any balance.
  - (3) If the Company holds both an Individual and aggregate stop-loss agreement, then the recoveries shall first be applied to reduce Claims Expense of the person with respect to whom the subrogation recovery was made. If the Individual Attachment Point under the stop-loss agreement was not met with respect to the person to whom the subrogation recovery applies, but the Aggregate Attachment Point was met, then such recovery shall be applied to reduce the claims applied toward the Aggregate Attachment Point.
  - (4) If the subrogation recovery is related to Claims Expense for more than one Contract Period, the subrogation recovery shall first be applied to Claims Expense with respect to the first Contract Period to which such subrogation applies; if the total of such subrogation recovery exceeds Claims Expense (using the rules set forth above with respect to Individual Attachment Points and Aggregate Attachment Points) for the first such Contract Period, then the excess shall be applied to each subsequent Contract Period successively until such subrogation recovery is exhausted.
  - (5) "Claims Expense" means Incurred Claims Expense if Company holds a stop-loss agreement on an incurred claims basis, and Paid Claims Expense if Company holds a stop-loss agreement on a paid claims basis.

#### 15. Additional Charges to Company:

From time to time, BCBSKS may rely upon entities other than other Blue Cross and Blue Shield plans to obtain negotiated prices for health care services. Typically, such other entities charge a percentage of the amount of claims savings they negotiate. Company agrees that BCBSKS may charge such percentages as additional claims costs to the Company under this Agreement. However, such percentages will not be charged as claim costs to beneficiaries.

#### 16. Employment of Counsel and Resolution of Litigation and Legal Fees:

- A. In the event of Litigation, each Party:

- (i) reserves the right to select and retain counsel at its own expense to protect its interests (selection of separate counsel pursuant to this clause will not affect any duty to indemnify that is otherwise imposed by this Agreement);
  - (ii) will promptly notify the other Party after learning of Litigation;
  - (iii) will cooperate fully by providing the other Party with all non-confidential relevant information and documents within its control; and
  - (iv) will reasonably assist the other Party in the defense of Litigation.
- B. In the event Company, Benefit Plan or BCBSKS is the sole named defendant in Litigation, such Party shall have discretion to defend, settle, compromise or otherwise resolve such Litigation consistent with the terms of this Agreement and of the Benefit Plan. Such Party shall keep the other Party fully informed of the status of the Litigation and any decision to settle, compromise or otherwise resolve the Litigation shall be communicated to and discussed with the other Party prior to any such settlement, compromise or other resolution.
  - C. In the event Company, Benefit Plan and BCBSKS are codefendants in Litigation, the Parties will cooperate fully with each other to defend, settle, compromise or otherwise resolve such Litigation consistent with the terms of this Agreement and the Benefit Plan.
  - D. In the event any entity other than Company, Benefit Plan or BCBSKS, is named as a defendant in Litigation, Plan Administrator can elect to defend, settle, compromise or otherwise resolve such Litigation with respect to those Other Entities consistent with the terms of this Agreement and of the Benefit Plan.
  - E. The undertaking to defend, settle, compromise or otherwise resolve Litigation pursuant to Sections B, C and D of this Paragraph includes the payment of any and all legal fees, disbursements, and court costs incurred in connection with performing that undertaking.
  - F. As used in this Agreement, "Negligent" means the doing of some act which a Prudent claims administrator would not have done under Similar Circumstances or failure to do what a Prudent claims administrator would have done under Similar Circumstances.
  - G. In the event that BCBSKS decides to settle Litigation involving a claim for Benefit Plan benefits and any portion of such settlement is paid or reimbursed from a Plan Trust, then, in that event, BCBSKS shall furnish Plan Administrator with documentation in support of such decision to settle that shows that BCBSKS fully considered the options available and the risks and benefits of settlement.
  - H. The provisions of this Paragraph will survive termination of this Agreement.

**17. Indemnification Agreements:**

- A. Except as provided in Section C of this Paragraph, in the event of Litigation, Company and Plan Administrator agree to indemnify BCBSKS for its reasonable attorneys' fees and costs and for any judgment, award or settlement (other than a judgment for or settlement representing punitive damages, which such judgment or settlement shall be the sole responsibility of BCBSKS); provided that BCBSKS keeps Plan Administrator fully informed of the status of the Litigation and the actions its counsel plans to take during such Litigation and provided that BCBSKS shall not settle or otherwise resolve such Litigation without prior consultation with Company and Plan Administrator.
- B. In the event that BCBSKS decides to settle Litigation for which Company as Plan Administrator has agreed to indemnify BCBSKS, BCBSKS shall furnish Company with documentation in support of its decision to settle that shows that BCBSKS fully considered the options available and the risks and benefits of settlement.
- C. Company is not obligated to indemnify BCBSKS, and BCBSKS shall reimburse Company or Benefit Plan for all reasonable attorneys' fees and costs incurred by Benefit Plan or Company in its defense of a claim and for any judgment, award or settlement (other than a judgment for a settlement representing punitive damages) paid by Company or the Benefit Plan, if it is determined, as specified in Section D of this

Paragraph, that such fees and costs and such judgment or settlement was paid as a direct result of an act or omission by BCBSKS which was:

- (i) fraudulent, criminal, dishonest, or Negligent (as defined in Paragraph 16(F) of this Agreement); or
  - (ii) intentional or in willful disregard of BCBSKS' (a) obligations under the terms of this Agreement; or (b) its fiduciary duties under the laws of the State of Kansas.
- D. A determination whether BCBSKS' act or omission was as described in Section C of this Paragraph will be made by:
- (i) a final determination in Litigation, or, if no such final determination was made;
  - (ii) by an agreement between Company and BCBSKS; or
  - (iii) if no agreement can be reached then by a determination of an Arbitrator in accordance with the rules of the American Arbitration Association.
- E. Notwithstanding the provisions of this Paragraph, Company shall indemnify BCBSKS if BCBSKS' act or omission was taken under specific written direction of Plan Administrator.
- F. The provisions of this Paragraph will survive termination of this Agreement.
- G. In the event that this contract should be construed as an insurance contract and premium taxes or privilege fees assessed by any state authority or levied in any other manner upon the claims payment amounts or administrative fees paid hereunder or charged hereunder, Company hereby agrees to indemnify BCBSKS for any amounts actually paid by BCBSKS with respect to the operation of this contract under such an assessment of taxes or fees, such indemnification to be paid in a manner mutually agreeable to both parties and reasonably related to the nature of the tax.

#### 18. Confidentiality and Data Use

As used herein, "Confidential Information" means non-public information that includes strategic and/or competitively sensitive information including, but not limited to, BCBSKS, the Blue Cross Blue Shield Association, or other BCBS company trade secrets, policies, procedures, data and processes.

Use of Confidential Information by the Company or Plan Administrator must be strictly for the purpose for which it was disclosed, and may not be sold to any third party. Confidential Information, including claims data, obtained during the term of this Agreement may neither be de-aggregated in any manner to identify BCBSKS, other BCBS entities, and/or Member information, nor may it be comingled in any manner. Any disclosure of Confidential Information shall be limited to the minimum necessary to fulfill the purpose for which it was disclosed. Confidential Information must be returned or securely destroyed by the Company/Plan Administrator upon conclusion of the purposes for which it was disclosed. In the event Company/Plan Administrator cannot immediately return or destroy Confidential Information due to legal, license, or other requirements, the Company/Plan Administrator agrees to maintain the confidentiality of such information until the expiration of said requirements. Company also agrees to notify BCBSKS within 10 days of any change in ownership. BCBSKS maintains the right to audit the Company/Plan Administrator to ensure compliance with these provisions.

#### 19. This Agreement may be terminated as follows:

- A. This Agreement may be terminated by either Party as of the end of any month by giving the other Party written notice sixty (60) days in advance of such termination date.
- B. If the Company fails to make any payments when due, BCBSKS shall have the right to terminate this Agreement without notice and without prejudice to any other rights BCBSKS may have with respect to the Company's obligations hereunder.
- C. Any other date determined by prior written agreement between Company and BCBSKS.
- D. In the event of termination of this Agreement, BCBSKS will, unless Plan Administrator directs and BCBSKS

otherwise agrees:

- (i) complete the processing of all claims payable under the Benefit Plan for services provided by health care providers which were incurred by Benefit Plan participants prior to the termination date but not processed by BCBSKS on or after the termination date. Company's liability for continuing payment in the manner described in Attachment A for any claim which has been processed to final adjudication shall continue for eighteen (18) months following the termination date. For any claim incurred prior to the termination date but not processed to final adjudication by BCBSKS by the end of such eighteen-month period, Company shall assume total liability. BCBSKS shall transfer such records as it may have in its possession to enable the Company to address such liabilities. Examples of claims which may not have been processed to final adjudication include claims pending for pursuit of subrogation or other third-party liability responsibility determinations; and
- (ii) release to Plan Administrator, in BCBSKS' standard format, all records and files relating to claims paid under the Benefit Plan pursuant to this Agreement.

E. If BCBSKS reasonably performs any services pursuant to this Agreement following its termination, including but not limited to services described in this Paragraph, BCBSKS will be entitled to the fees, claims paid reimbursements or other charges on the same basis, and in the manner described in Attachment A, as if this Agreement had continued in effect until those services were performed.

20. The Company on behalf of itself and its participants hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between the Company and Blue Cross and Blue Shield of Kansas, which is an independent corporation operating under an agreement with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Blue Cross and Blue Shield of Kansas to use the Blue Cross and/or Blue Shield Service Marks in the State of Kansas and that Blue Cross and Blue Shield of Kansas is not contracting as the agent of the Association. The Company on behalf of itself and its participants further acknowledges that it has not entered into this Agreement based upon representations by any person other than Blue Cross and Blue Shield of Kansas and that no person, entity, or organization other than Blue Cross and Blue Shield of Kansas shall be held accountable or liable to the Company for any of Blue Cross and Blue Shield of Kansas's obligations to the Company created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Kansas other than those obligations created under other provisions of this Agreement.

21. Entire Agreement:

This Agreement, including attachments, constitutes the entire contract between the Parties and no modification or amendment of this Agreement including renewals shall be valid unless made in writing and signed by the Parties.

22. This Agreement shall be effective January 1, 2020 through December 31, 2020.

1. Shawnee County

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

2. BLUE CROSS & BLUE SHIELD OF KANSAS, INC.

BY: *Doug Martin*

TITLE: *Group Consultant*

DATE: *9/20/19*

Approved as to Legality  
and Form: Date *9-21-19*  
*JCB*  
ASST. CO. COUNSELOR



## **AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT**

### **1. GENERAL**

This is an Amendment to the Agreement To Provide Administrative Services for a Self-Funded Health Benefit Plan between Blue Cross and Blue Shield of Kansas, Inc. (BCBSKS) and "Company" as named in the Agreement to which this Amendment is attached. This Amendment becomes effective on the later of January 1, 2007 or the effective date specified in the Agreement between BCBSKS and the Company.

### **2. CHANGES BEING MADE BY THIS AMENDMENT**

With the exception of those duties involving membership maintenance and claims, the Company agrees that all other duties and responsibilities, fiduciary or otherwise, associated with COBRA shall solely belong to Company. These duties include, but are not limited to: determination of COBRA eligible participants and beneficiaries, provision of COBRA notices to participants and beneficiaries, reporting to BCBSKS those participants/beneficiaries electing COBRA coverage, and billing of participants/beneficiaries for COBRA premiums. Accordingly, Section 10 of the Agreement to which this Amendment is attached is deemed deleted.



## ATTACHMENT A

This Attachment A to the Agreement between Blue Cross and Blue Shield of Kansas, Inc., (hereafter referred to as "BCBSKS") and Shawnee County (hereinafter "Company" or "Plan Administrator") to which it is attached describes the procedures to be used for payment by Company to BCBSKS of claims amounts paid by BCBSKS and of administrative fees due BCBSKS under such Agreement.

### 1. Administrative Fees:

- A. The administrative fees charged by BCBSKS for the services it provides under the Agreement to which this is attached consist of the cost for BCBSKS to provide those services, which will be assessed as a fixed dollar and cent amount per month per employee, set forth in the 'Summary of Charges' document, signed by the Company.

The number of employees shall be determined for the purpose of this provision by the number of eligible employees reported by Company to BCBSKS as of the first day of each month. Company shall remit to BCBSKS no later than the 10th day of each month the amount due for such month.

A group who remits premium payments an average of five months delinquent over a 12 month cycle will be classified as habitually delinquent and will be subject to additional administrative fees at the time of annual renewal.

- B. Sections 3 through 6 describe certain fees that will be charged in conjunction with claims for health care services that are received outside the geographic area served by BCBSKS, processed through the BlueCard<sup>®</sup> Program and presented to BCBSKS for payment in conformity with network access rules of the BlueCard<sup>®</sup> Program then in effect.

### 2. Claims Reimbursement:

Claims incurred by Benefit Plan participants shall be paid as they are received by BCBSKS in the same manner as claims are paid under underwritten programs. Company agrees to reimburse BCBSKS by the method outlined below.

Company agrees to provide BCBSKS access to funds through an *Automated Clearing House (ACH)* arrangement under which BCBSKS may draw upon Company funds. BCBSKS shall initiate an ACH transfer to it from Company funds for claims payments, administrative fees, if applicable, and any applicable BlueCard<sup>®</sup> Program fees of which Company has been notified at 2:00 p.m. Central Time, Daylight or Standard, of the first business day following the day on which such notification was provided to Company.

**Charging Incurred Claims Expense.** For the purpose of this attachment and the Agreement to which it is attached, incurred claims expense will be charged as follows:

Claims expense will be charged to the Contract Period in which it is incurred.

Incurred claims expense will include any access fees described in the BlueCard<sup>®</sup> provision of this Agreement as set forth below (see Exhibit A for fee descriptions) as well as any other amounts of discounts from provider charges retained by another Blue Cross and Blue Shield Plan, provider network, or other entity.

### 3. Out-of-Area Services

#### Overview

BCBSKS has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross and Blue Shield Association ("Association"). Whenever subscribers access healthcare services outside the geographic area BCBSKS serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSKS for payment in accordance with the rules of the Inter-Plan Arrangements then in effect. The Inter-Plan Arrangements available to subscribers under this agreement are described generally below.

Typically, when accessing care outside the geographic area BCBSKS serves, subscribers obtain care from healthcare providers that have a contractual agreement ("participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, subscribers may obtain care from non-participating healthcare providers. BCBSKS remains responsible for fulfilling its contractual obligations to Company. BCBSKS' payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits (except when paid as medical claims/benefits), and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSKS to provide the specific service or services are not processed through Inter-Plan Arrangements.

#### BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when subscribers access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard® Program are described generally below.

#### A. Liability Calculation Method Per Claim

##### (i) Subscriber Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the subscriber liability on claims for covered healthcare services processed through the BlueCard® Program will be based on the lower of the participating healthcare provider's billed covered charges or the negotiated price made available to BCBSKS by the Host Blue.

##### (ii) Company's Liability Calculation

The calculation of Company's liability on claims for covered health care services processed through the BlueCard® Program will be based on the negotiated price made available to BCBSKS by the Host Blue. Sometimes, this negotiated price may be greater for a given service or services than the billed charges in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Company may be liable for the excess amount even when the subscriber's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

#### B. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider



contracts. The negotiated price made available to BCBSKS by the Host Blue may be represented by one of the following:

- (i) an actual price. An actual price is a negotiated payment in effect at the time the claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Company pays on a specific claim and the actual amount the Host Blue pays the provider. However, the BlueCard® Program requires that the amount paid by the subscriber and Company is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative difference in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to Company will be adjusted in a following year, as necessary, to account for over- or underestimation of past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from the Company. If Company terminates, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blue may retain interest earned on funds held in variance accounts.

#### **C. Return of Overpayments**

Under the BlueCard® Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recovery amounts determined in this way will be applied, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BCBSKS they will be credited to Company's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to Company as a percentage of the recovery.

#### **D. BlueCard® Program Fees and Compensation**

Company understands and agrees to reimburse BCBSKS for certain fees and compensation which we are obligated under the BlueCard® Program to pay to Host Blues, to the Association, and/or to BlueCard® Program vendors. The specific BlueCard® Program fees and compensation, that are

charged to Company are set forth in Exhibit A. BlueCard® Program Fees and compensation may be revised from time to time as described in Section 6 below.

#### **E. Non-Participating Healthcare Providers Outside BCBSKS Service Area**

##### **Subscriber Liability Calculation**

- (i) **In General.**  
When covered healthcare services are provided outside of BCBSKS service area by non-participating healthcare providers, the amounts a subscriber pays for such services will be based on the payment BCBSKS would make if BCBSKS were paying a non-participating provider inside of BCBSKS' service area. Payments for out-of-network emergency services will be governed by applicable federal and state law.
- (ii) **Exceptions**  
In some exception cases, at Company's direction, BCBSKS may pay claims from non-participating healthcare providers outside of our service area based on the provider's billed charge. This may occur in situations where a subscriber did not have reasonable access to a participating provider, as determined by BCBSKS (in its sole and absolute discretion) or by applicable law. In other exception cases, at Company's direction, BCBSKS may choose to negotiate a payment with such provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the subscriber may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment BCBSKS will make for the covered services as set forth in this paragraph.

#### **4. Special Cases: Value-Based Programs - BlueCard® Program - BCBSKS**

##### **Value-Based Programs Overview**

Company's subscribers may access covered healthcare services from providers that participate in a Host Blue or BCBSKS Value-Based Program. Value-Based Programs may be delivered through either BCBSKS' provider contracts or the BlueCard® Program. These Value-Based Programs may include but are not limited to Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

##### **Value-Based Programs Administration**

Under Value-Based Programs, a Host Blue plan or BCBSKS, as appropriate, may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts. If the Host Blue plan is paying the provider under the Value-Based Program, the Host Blue plan may pass these provider payments on to BCBSKS, which BCBSKS will pass directly on to Company as either an amount included in the price of the claim or an amount charged separately in addition to the claim. If BCBSKS is paying a provider under a Value-Based Program, BCBSKS will pass such provider payment on to Company as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods:

- (i) **Actual Pricing**  
**Claim Based (Actual Pricing):** The charge to accounts for Value-Based Programs incentives/shared savings settlements is part of the claim. These charges are passed to Company via an enhanced fee schedule.

(ii) **Supplemental Factor**

The charge to accounts for Value-Based Programs Incentives/Shared-Savings settlements is a supplemental amount that is included in the claim as an amount based on a fixed supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separate from the price of the claim, they may be billed as follows:

**Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Value-Based Programs Incentives/shared-savings settlements to accounts are outside of the claim system. BCBSKS will pass these Host Blue or local charges through to Company as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard<sup>®</sup> claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, BCBSKS or Host Blue plans will take one of the following actions:

- (i) Use any surplus in funds to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- (ii) Address any deficit in funds through an adjustment to the per-member-per-month billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Company terminates, it will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficit would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

**Note:** Subscribers will not bear any portion of the cost of Value-Based Programs except when BCBSKS or Host Blue plans use either average pricing or actual pricing to pay providers under Value-Based Programs.

**Care Coordinator Fees**

Host Blue plans may also bill BCBSKS for Care Coordinator Fees for provider services which will be passed on to Company as follows:

(i) PMPM billings

Or

(ii) Individual claim billings through applicable care coordination codes from the most current editions of either *Current Procedural Terminology (CPT)* published by the American Medical Association (AMA) or *Healthcare Common Procedure Coding System (HCPCS)* published by the US Centers for Medicare and Medicaid Services (CMS).

As part of this agreement, BCBSKS and Company will not impose subscriber cost sharing for Care Coordinator Fees.

#### 5. Blue Cross Blue Shield Global<sup>®</sup> Core

(i) General Information

If subscribers are outside the United States (the "BlueCard<sup>®</sup> service area"), they may be able to take advantage of Blue Cross Blue Shield Global<sup>®</sup> Core when accessing covered healthcare services. Blue Cross Blue Shield Global<sup>®</sup> Core is unlike the BlueCard<sup>®</sup> Program available in the BlueCard<sup>®</sup> service area in certain ways. For instance, although Blue Cross Blue Shield Global<sup>®</sup> Core assists subscribers with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when subscribers receive care from providers outside the BlueCard<sup>®</sup> service area, the subscribers will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

(ii) Inpatient Services

In most cases, if subscribers contact the service center for assistance, hospitals will not require subscribers to pay for covered inpatient services, except for their cost-share amounts, deductibles, coinsurance, etc. In such cases, the hospital will submit subscriber claims to the service center to initiate claims processing. However, if the subscriber paid in full at the time of service, the subscriber must submit a claim to obtain reimbursement for covered healthcare services. Subscribers must contact us to obtain precertification for non-emergency inpatient services

(iii) Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard<sup>®</sup> service area will typically require subscribers to pay in full at the time of service. Subscribers must submit a claim to obtain reimbursement for covered healthcare services.

(iv) Submitting a Blue Cross Blue Shield Global<sup>®</sup> Core Claim

When subscribers pay for covered healthcare services outside the BlueCard<sup>®</sup> service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, subscribers should complete a Blue Cross Blue Shield Global<sup>®</sup> Core claim form and send the claim form with the provider's itemized bill(s) to the service center address on the form to initiate claims processing. The claim form is available from BCBSKS, the service center, or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If subscribers need assistance with their claim submissions, they should call the service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1124, 24 hours a day, and seven days a week.

(v) Blue Cross Blue Shield Global<sup>®</sup> Core Program Related Fees

Company understands and agrees to reimburse BCBSKS for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to

Company under Blue Cross Blue Shield Global<sup>®</sup> Core are set forth in Exhibit A. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in Section 6 below.

**6. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, BCBSKS shall provide Company with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Company's right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change.

If Company fails to respond to the notice and does not terminate this Agreement during the notice period, Company will be deemed to have approved the proposed change, and BCBSKS will then allow such modifications to become part of this Agreement.

**7. Advance Deposit.** Should the Company terminate this agreement and choose not to continue claims reimbursement by ACH, the Company may be required to provide BCBSKS an advance deposit in an amount stipulated by BCBSKS at or prior to the commencement of this agreement.

BCBSKS will use these funds to pay the Benefit Plan participant's claims obligations, and in the event Company holds a stop-loss agreement from BCBSKS, the Benefit Plan participant's claims obligations will be up to the stop-loss attachment points specified in the stop-loss insurance contract issued to the Company. The Company agrees to pay BCBSKS an amount necessary to restore to its full amount the advance deposit. BCBSKS may change the amount of advance deposit by prior notification to the Company.

**8. Additional Termination Provisions:**

The Administrative Services Agreement to which this is attached may be terminated by BCBSKS or by the Company as of the first day of any month by giving a written notice to the other party at least 60 days prior to such date. The Administrative Services Agreement, and the stop-loss insurance agreement, if applicable, shall automatically terminate as of the earliest of the following dates:

- A. The day on which the Company shall not have made funds available for payment of all benefits required to be paid from its funds in accordance with this Attachment A;
- B. The date as of which the stop-loss insurance contract issued by BCBSKS (if any) is terminated by cessation of premium payments;
- C. The date of the termination of the Benefit Plan.

Upon termination of this Attachment A and the Agreement to provide Administrative Services, the Company shall have the obligation for payment of benefits then unpaid for claims incurred prior to such termination until the amount of such payments results in attachment of BCBSKS liability under the stop-loss insurance agreement, if applicable. Upon termination of this Agreement with no subsequent agreement signed, the Company shall pay to BCBSKS the actuarial determination of the incurred but unpaid claims liability for which the Company may be obligated, to the extent such additional funds are necessary beyond amounts of the advance deposit still held by BCBSKS. The Company agrees to pay this amount to BCBSKS within five days from the date notification is received. If this amount becomes depleted, BCBSKS will request additional funds. BCBSKS will resume processing and paying the remaining claims upon receipt of the additional funds. If the additional funds are not received by BCBSKS within five days of the Company's receipt of notification, the remaining claims liability will become the responsibility of the Company and BCBSKS shall have no further obligation for any claims processing or any claims payments. Eighteen months from the termination of this Agreement,

BCBSKS shall return Company the difference, if any, between the Company's obligation hereunder and the amounts made available to BCBSKS, thus ending all of BCBSKS' obligations.

**9. Obligations Upon Termination:**

In the event this Agreement terminates, the per employee charge specified in Paragraph 1 of this Attachment A shall also terminate. However, the remaining administrative fees, as well as the claims paid or incurred, shall continue to be payable to BCBSKS as provided in Paragraph 19, sub-paragraph D(i) of the contract to which this Attachment A is attached.

If payment of the Administrative Fees and/or Claims Reimbursement has not been made to BCBSKS by the end of two (2) weeks following the original due date, this Agreement and the Benefit Plan to which it is applicable are automatically terminated as of the date such payment(s) were due.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(day) (month) (year)

Shawnee County

Blue Cross & Blue Shield of Kansas, Inc.

By: \_\_\_\_\_

By: Ray Matthews

Title: \_\_\_\_\_

Title: Senior Consultant

Approved as to Legality  
and Form: Date 9-23-14

J. L. H.  
ASST. CO. COUNSELOR

## Exhibit A – Schedule of Fees

Only the BlueCard Program Access Fee may be charged separately each time a claim is processed through the BlueCard program. All other BlueCard Program-related fees are included in the Administration Expense.

### Access Fee

The Access Fee is charged by the Host Blue to BCBSKS for making its applicable provider network available to Company's Benefit Plan participants. The Access Fee will not apply to non-participating provider claims. The Access Fee is charged on a per claim basis and is charged as a percentage of the discount/differential BCBSKS receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, BCBSKS passes the Access Fee directly to Company. The Access Fee is added to the amount paid to the provider and is included as part of the claim amount on your periodic claims and administrative expense billing report.

The Access Fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing members for amounts in excess of the negotiated payment. However, a healthcare provider may bill members for non-covered healthcare services and for cost sharing (for example, deductibles, copayments and/or coinsurance) related to a particular claim.

Sometimes the Access Fee is a negative amount, which is known as an Access Fee Credit. Any Access Fee Credits will be credited to BCBSKS and BCBSKS will pass the entire Access Fee Credit on to Company.

Instances may occur in which the claim payment is zero or BCBSKS pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSKS will pay the Host Blue's Access Fee and pass it along directly to Company as stated above even though Company paid little or had no claim liability.

### Administration Expense

The Administration Expense encompasses fees BCBSKS charges to Company for administering Company's benefit plan. They may include both local and Inter-Plan fees. For purposes of this agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee: namely, Administrative Expense Allowance (AEA) Fee, Central Financial Agency Fee, ITS Transaction Fee and Blue Cross Blue Shield Global<sup>®</sup> Core Fees, if applicable.

Inter-Plan Arrangement Fees:	BlueCard <sup>®</sup> Program Fees
Access Fees	<p><b>2019</b></p> <p>4.14% for fewer than 1,000 subscribers of Network Savings, capped at \$2,000 per claim</p> <p>2.31% for 1,000 to 9,999 subscribers of Network Savings, capped at \$2,000 per claim</p> <p>2.14% for 10,000 to 49,999 subscribers of Network Savings, capped at \$2,000 per claim</p> <p><b>2020</b></p> <p>3.97% for fewer than 1,000 subscribers of Network Savings, capped at \$2,000 per claim</p> <p>2.21% for 1,000 to 9,999 subscribers of Network Savings, capped at \$2,000 per claim</p> <p>2.05% for 10,000 to 49,999 subscribers of Network Savings, capped at \$2,000 per claim</p>
Administration Expense	See Summary of Charges



**STOP LOSS CONTRACT  
COMBINED INDIVIDUAL AND AGGREGATE  
(Incurred Claims Basis)**

This Contract describes the benefits provided by Blue Cross and Blue Shield of Kansas, Inc. (herein called "Blue Cross and Blue Shield of Kansas" or "BCBSKS"), Topeka, Kansas, and the exclusions and limitations. This Contract may be canceled by the Company or by Blue Cross and Blue Shield of Kansas, Inc., as described in this Contract.

**Blue Cross and Blue Shield of Kansas, Inc.**  
Home Office: 1133 SW Topeka Boulevard, Topeka, Kansas 66629

This Contract is issued to:

**Shawnee County**  
(called "the Company" in this Contract)

In consideration of the payment of premiums by the Company, Blue Cross and Blue Shield of Kansas agrees to provide the benefits described in this Contract. Coverage under this Contract begins at 12:01 a.m. Central Time at Topeka, Kansas, on January 1, 2020 (called the Contract Date in this Contract) and continues after that from year to year, unless the Contract is terminated. Premiums are due and payable in advance of the Contract Date and after that by the first day of each successive month, unless the Company is billed quarterly or semi-annually, in which case premiums are due and payable in advance of the Contract Date and after that by the first day of the month in which the premium is due.

Blue Cross and Blue Shield of Kansas signed this Contract on 9/20/19



**PART 1. DEFINITIONS**

- A. **Beneficiary** means a person entitled to benefits under the Company's self-insured employee welfare benefit plan providing benefits for hospital, medical and surgical benefits and other benefits administered by BCBSKS.
- B. **Benefits** means coverage provided Beneficiaries as set forth in their benefit description.
- C. **BCBSKS** means Blue Cross and Blue Shield of Kansas.
- D. **Combined Individual and Aggregate Stop-Loss Provision** means:

1. **Individual Attachment Point:** The Incurred Claims Expense level at which the Company's claims liability stops for a Beneficiary in a Contract Period. The Company's Individual Attachment Point is \$200,000.00.
2. **Aggregate Attachment Point:** The Incurred Claims Expense at 115% of the Expected Incurred Claims Expense. The initial Aggregate Attachment Point will be set forth in the 'Summary of Charges' document, signed by the Company. The Expected Incurred Claims Expense will vary based on the change in the number of covered Beneficiaries. However, in no event will the Aggregate Attachment Point during a Contract Period be less than 80% of the initial Aggregate Attachment Point established at the beginning of the Contract Period.

If the Company for any reason does not maintain this Contract in force for the entire Contract Period, the Aggregate Attachment Point shall be increased by multiplying 115% times the Pure Premium Monthly Rates times the number of employees or retirees covered on the date of termination times the number of months between the early date of termination and the end of the Contract Period. In no event however will the Aggregate Attachment Point be less than 80% of the initial Aggregate Attachment Point.

- E. **Company** means the party named on the face of this Contract who has contracted with BCBSKS as the insured.
- F. **Contract** means this Contract between BCBSKS and the Company and includes:

All of the forms issued to the Company by Blue Cross and Blue Shield of Kansas, including endorsements, amendments, and riders; and

The application of the Company for this Contract.

- G. **Contract Period** means the twelve-month period beginning on the Contract Date stated on the face of this Contract and each succeeding twelve-month period until this Contract is canceled. Generally, the contract period is at least 12 months long; however, BCBSKS and the Company may mutually agree to a contract period which is other than 12 months.
- H. **Expected Incurred Claims Expense** means the total amount of claims expense that the Beneficiaries of the Company are expected to incur during a Contract Period. This amount is computed by multiplying the Pure Premium Monthly Rates times the number of employees and retirees covered each month by this Contract for the Contract Period.
- I. **Incurred Claims Expense** means the Benefits for which either the Company or BCBSKS is liable. A covered service is considered to have been incurred on the date the service is received except for bed-patient Hospital or Medical Care Facility services and for Doctor's Medical Services (Non-Surgical) for bed-patients, the Benefits are deemed to have been incurred:

1. For admissions occurring on or after the Contract Date, on the date of admission to the hospital or medical care facility. However, should this Contract terminate or coverage for a Beneficiary terminate under this Contract prior to the release of a Beneficiary from such hospital or medical care facility, only those claims for services rendered up to and including the termination date will be considered incurred claims expense. In the event the Company has included in their benefit description a provision extending coverage for 31 days for Beneficiaries confined in the hospital on the termination date of their coverage, claims shall only be considered as incurred claims expense for those services rendered up to the earlier of the date the Benefit Plan participant is discharged from the hospital or the end of the extension. Claims incurred under any such extension of benefits

provision will be considered incurred claims expense for the purpose of this provision only in a secondary manner to the benefits of any subsequent replacement group health benefit plan or policy intended to provide continuous coverage, as of the effective date of the replacement policy.

2. For admissions occurring prior to the Contract Date, on the Contract Date. Only the claims expense attributable to covered benefits provided for services rendered on or after the Contract Date will be considered incurred claims expense.

J. **Pure Premium Monthly Rates** mean the projected monthly rates necessary to cover the monthly Incurred Claims Expense per membership.

## **PART 2 GENERAL**

- A. **Purpose of this Contract:** BCBSKS hereby accepts the full responsibility for the Benefits which are in excess of the Combined Individual and Aggregate Stop-Loss Provision for the remainder of that Contract Period. It is understood that BCBSKS has no liability under this Contract until the Company's liability has been terminated by the Combined Individual and Aggregate Stop-Loss Provision. In return, Company shall remit Pure Premium Monthly Rates and the applicable stop-loss premiums as charged by BCBSKS. BCBSKS reserves the right to increase or decrease these rates during the Contract Year in the event enrollment changes by the Company result in a significant change in projected risk as determined by BCBSKS. In addition, Company agrees to notify BCBSKS in the event of enrollment changes within 10 business days.
- B. **Settlement of the Individual and Aggregate Stop-Loss Provision:** At least monthly BCBSKS will report to the Company the Beneficiaries who have reached the Individual Attachment Point of the Contract. The Benefits which are in excess of the Individual Attachment Point will be excluded from the accumulative amount of Incurred Claims Expense for that Contract Period for determining the Aggregate Attachment Point. The amount of Benefits which are in excess of either the Individual or Aggregate Attachment Points will be the responsibility of BCBSKS and credited to the Company.
- C. **Charging Incurred Claims Expense:** For the purpose of this Contract, claims expense incurred in a Contract Period will be charged to that same Contract Period regardless of when it is paid.
- D. **Limit of Liability:** It is recognized that the Administrative Services Agreement between the Company and Blue Cross and Blue Shield of Kansas gives the Company the express authority to determine the right of any Beneficiary to health care benefits. If the Company determines that benefits should be paid for a Beneficiary, then the difference between the amount actually paid and the amount the Beneficiary is eligible for under the terms of the benefit description will not be taken into consideration when determining the liability of Blue Cross and Blue Shield of Kansas with regard to any contractual arrangement it has with the Company.
- E. **Membership, Voting, Annual Meeting and Participation:** The policyholder (the person or entity to which the insurance contract has been issued) is a member of Blue Cross and Blue Shield of Kansas and is entitled to vote in person or by proxy at meetings of policyholders. The annual meeting of policyholders is held on the second Thursday in May of each year at 8:30 o'clock a.m. at BCBSKS' principal place of business at 1133 Topeka Boulevard, Topeka, Kansas, or at such other place as the Chairman of the Board of Directors might designate in a notice of meeting given to policyholders. Printed notice in this shall be sufficient as to notification. If any dividends are distributed, the policyholder will share in them according to law and under conditions set by the Board of Directors.
- F. **Statements Made:** All statements made by the Company will be deemed representations and not warranties.
- G. **Grace Period:** Unless written notice of BCBSKS' intent not to renew this Contract is delivered to the Company at the Company's last address as shown in BCBSKS' records, at least 60 days prior to the premium due date, this Contract has a 10 day grace period.
- This means that if a premium is not paid on or before its due date, it may be paid during the 10 days that follow. During the grace period this Contract will stay in force. Unless premiums are paid by the end of the grace period, this Contract will be canceled effective the date to which premiums have been paid.
- H. **Reinstatement:** If the premium is not paid during the grace period, this Contract will lapse. Later acceptance of premium by BCBSKS (or by any agent authorized to accept payment) without requiring an application for reinstatement, will reinstate this Contract.

If BCBSKS or its agent require an application, the Company will be given a conditional receipt for the premium. If the application is approved, this Contract will be reinstated as of the date of lapse. Lacking such approval, this Contract will be reinstated on the 45th day after the date of the conditional receipt unless BCBSKS previously notified the Company, in writing, of disapproval.

The reinstated contract will cover only loss which results from an injury sustained after the date of reinstatement or sickness that starts after such date. In all other respects the Company's rights and BCBSKS' rights will remain the same, subject to any provisions noted on or attached to the reinstated contract.

- I. **Claims:** The Administrative Services Agreement and the Attachment A thereto, include provisions that are consistent with the following provisions that are otherwise required, by the Kansas Insurance Code, to be included in Stop-Loss contracts issued in Kansas: Notice of Claim, Claim Forms, Proofs of Loss, Time of Payment of Claims, and Payment of Claims.
- J. **Legal Actions:** No legal action may be brought to recover on this Contract within 60 days of the date the cause of the action occurs. No such action may be brought after 5 years from the date the cause of the action occurs.
- K. **Notice:**
  - 1. **From BCBSKS to the Company.** A notice sent to the Company by BCBSKS is considered "given" when mailed to the Company at the latest address appearing on the records of BCBSKS.
  - 2. **From the Company to BCBSKS.** Notice to BCBSKS is considered "given" when received by BCBSKS at 1133 Topeka Avenue, Topeka, Kansas.
- L. **Company Bankruptcy:** The Company's bankruptcy or insolvency will not relieve BCBSKS from its obligation to pay claims under this Contract.
- M. **Cancellation:**
  - 1. **Cancellation by the Company:** The Company may cancel this Contract at any time (subject to the "Contract Period" provision of this Contract) by delivering or sending 60 days advance written notice to the home office of BCBSKS, 1133 Topeka Avenue, Topeka, Kansas. Cancellation will be effective 60 days from the date such notice is received or on the date shown in the notice, whichever is later. In the event of cancellation, the unearned portion of any premium paid will be promptly returned. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.
  - 2. **Cancellation by BCBSKS:** BCBSKS may cancel this Contract by giving the Company 60 days advance written notice. Cancellation in this instance is effective the date premiums have been paid to.



## **AMENDMENT TO STOP LOSS CONTRACT** **(Monthly Aggregate)**

### **PART 1. GENERAL**

This is an amendment to the Stop-Loss Contract. It becomes effective on the later of September 1, 1989, or the Contract Date specified in the Stop-Loss Contract.

The conditions described in the Stop-Loss Contract also control this amendment except where this amendment specifically states there is a change.

### **PART 2. CHANGES BEING MADE BY THIS AMENDMENT**

The Stop-Loss Contract is amended to the extent necessary so that:

The Company's maximum liability on a Contract Period to date basis is limited to  $1/n$  of the contractual period amount where  $n$  is equal to the total number of months in the Contract Period, determined through application of the Aggregate Stop-Loss Provision, multiplied by the number of months expired during the Contract Period. If the monthly claims expense that is to be applied toward the Company's monthly maximum liability is less than the monthly maximum liability, the difference is called a residual. If the monthly claims expense that is to be applied toward the Company's monthly maximum liability is greater than the monthly maximum liability, the difference is called the claims expense surplus. For such month-to-month calculations, "monthly claims expense" means claims paid during such month which were incurred in the Contract Period, plus any residuals or claims expense surpluses carried forward. Both residuals and claims expense surpluses are cumulative and carry forward from month-to-month throughout the Contract Period. The balance in a Contract Period of the net of residuals and claims expense surpluses thus carried forward during the Contract Period shall be applied toward the Aggregate Stop-Loss Provision for that Contract Period. In no event will the foregoing calculations of the stop-loss on a monthly basis cause the Company's liability to deviate from the total amount determined by application of the Aggregate Stop-Loss Provision.

# RIDER

## PART 1: GENERAL

This is a Rider to the Group Contract. It becomes effective on the date shown in the records of Blue Cross and Blue Shield of Kansas, Inc. This Rider should be attached to the Contract.

The conditions described in the Contract also control this Rider, except where this Rider specifically states there is a change.

## PART 2 CHANGES BEING MADE BY THIS RIDER

- A. The following information is added to the General Information or similar section of the Group Contract.

The Company on behalf of itself and its participants hereby expressly acknowledges its understanding this Contract constitutes a contract solely between the Company and Blue Cross and Blue Shield of Kansas, which is an independent corporation operating under an agreement with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Blue Cross and Blue Shield of Kansas to use the Blue Cross and/or Blue Shield Service Marks in the State of Kansas and that Blue Cross and Blue Shield of Kansas is not contracting as the agent of the Association. The Company on behalf of itself and its participants further acknowledges that it has not entered into this Contract based upon representations by any person other than Blue Cross and Blue Shield of Kansas and that no person, entity, or organization other than Blue Cross and Blue Shield of Kansas shall be held accountable or liable to the Company for any of the Blue Cross and Blue Shield of Kansas's obligations to the Company created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Kansas other than those obligations created under other provisions of this agreement.



**BlueCross  
BlueShield  
of Kansas**

An Independent Licensee of the  
Blue Cross Blue Shield Association.

**ADDENDUM TO AGREEMENT TO PROVIDE ADMINISTRATIVE SERVICES  
FOR A SELF-FUNDED BENEFIT PLAN EXTERNAL REVIEW PROCESS<sup>1</sup>**

This Addendum to Agreement to Provide Administrative Services for a Self-Funded Benefit Plan ("Addendum") is entered into on this January 1, 2020, by and between Blue Cross and Blue Shield of Kansas, Inc. ("BCBSKS") and Shawnee County ("Company"). The purpose of this Addendum is to address Company's External Review Process as required by the Public Health Service Act ("PHS"), Section 2719. BCBSKS and Company mutually agree to modify their Agreement to Provide Administrative Services for a Self-Funded Benefit Plan ("Agreement") as set forth in this Addendum.

**1. Standard External Review Process.**

**A. Request for External Review.**

The Benefit Plan<sup>2</sup> must allow a Claimant to file a request for an External Review with the Benefit Plan if the request is filed within four months after the date of receipt of a notice of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination and such determination is eligible for External Review under the applicable DOL and Treasury regulations. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or federal holiday.

In the event the Benefit Plan receives a request from a Claimant for External Review, Benefit Plan shall immediately notify BCBSKS and transmit such request to BCBSKS.

**B. Preliminary Review.**

Within five business days following the date of receipt of the External Review request, BCBSKS must complete a preliminary review of the request to determine whether:

(i) The Claimant is or was covered under the Benefit Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Benefit Plan at the time the health care item or service was provided;

(ii) The Adverse Benefit Determination or the Final Adverse Benefit Determination is eligible for External Review and does not relate to the Claimant's failure to meet the requirements for eligibility under the terms of the Benefit Plan (e.g., worker classification or similar determination);

<sup>1</sup> The procedures set forth in this Addendum were promulgated by the U.S. Department of Labor, Employee Benefit Security Administration, Technical Release 2010-01, dated August 23, 2010.

<sup>2</sup> Section 2719 of the Public Health Safety Act and Technical Release 2010-01 use the term "Group Health Plan" in describing those entities to which the External Review Process applies. Because our underlying Agreement uses the term "Benefit Plan" in referring to such entities, we are using that term here.

(ii) The Claimant has exhausted the Benefit Plan's Internal Appeal process unless the Claimant is not required to exhaust the Internal Appeals process under the interim final regulations; and

(iv) The Claimant has provided all the information and forms required to process an External Review.

Within one business day after completion of the preliminary review, BCBSKS must issue a notification in writing to the Claimant<sup>3</sup>. If the request is complete but not eligible for External Review, such notification must include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification must describe the information or materials needed to make the request complete and the Benefit Plan must allow a Claimant to perfect the request for External Review within the four-month filing period or within the 48-hour period following the receipt of the notification, whichever is later.

### C. Referral to Independent Review Organization.

BCBSKS<sup>4</sup> shall contract directly with Independent Review Organizations ("IRO") to provide the External Appeals procedures set forth in the Patient Protection and Affordable Care Act ("PPACA"). BCBSKS will contract with an IRO that is accredited by either the Utilization Review Accreditation Committee ("URAC") or by a similar nationally recognized accrediting organization to conduct the external review. BCBSKS shall contract with at least three IROs for assignments under the Benefit Plan and rotate claims assignments among them (or incorporate other independent, unbiased methods for selection of IROs, such as random selection). The IRO shall not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits. The contract between BCBSKS and an IRO shall provide the following:

(i) The assigned IRO will utilize legal experts where appropriate to make coverage determinations under the Benefit Plan.

(ii) The assigned IRO will timely notify the Claimant in writing of the request's eligibility and acceptance for External Review. This notice will include a statement that the Claimant may submit in writing to the assigned IRO within ten business days following the date of receipt of the notice additional information that the IRO must consider when conducting the External Review. The IRO is not required to, but may, accept and consider additional information submitted after ten business days.

(iii) Within five business days after the date of assignment of the IRO, BCBSKS should provide to the assigned IRO the documents and any information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Failure by BCBSKS to timely provide the documents and information should not delay the conduct of the External Review. If BCBSKS, on behalf of the Benefit Plan, fails to timely provide the documents and information, the assigned IRO may terminate the External Review and make a decision to reverse the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Within one business day after making the decision, the IRO must notify the Claimant, BCBSKS, and the Benefit Plan.

(iv) Upon receipt of any information submitted by the Claimant, the assigned IRO must within one business day forward the information to BCBSKS and the Benefit Plan. Upon receipt of any such information, the Benefit Plan may reconsider its Adverse Benefit Determination or Final Internal Adverse Benefit Determination that is the subject of the

<sup>3</sup> Note that, under the interim final regulations, any reference to a "claimant" includes the claimant's authorized representative. See 29 CFR 2590.715-2715(a)(2)(ii).

<sup>4</sup> The language of the proposed Addendum varies from the technical release in that it specifically references BCBSKS instead of "the plan" in general.

**External Review.** Reconsideration by the Benefit Plan must not delay the External Review. The External Review may be terminated as a result of the reconsideration only if the Benefit Plan decides, upon completion of its reconsideration, to reverse its Adverse Benefit Determination or Final Internal Adverse Benefit Determination and provide coverage or payment. Within one business day after making such a decision, the Benefit Plan must provide written notice of its decision to the Claimant, BCBSKS, and the assigned IRO. The assigned IRO must terminate the External Review upon receipt of the notice from the Benefit Plan or BCBSKS.

(v) The IRO will review all of the information and documents timely received. In reaching a decision, the assigned IRO will review the claim de novo and not be bound by any decisions or conclusions reached during the Benefit Plan's internal claims and appeals process applicable under paragraph (b) of the interim final regulations under section 2718 of the PHS Act. In addition to the documents and information provided, the assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following in reaching a decision:

1. The Claimant's medical records;
2. The attending health care professional's recommendation;
3. Reports from appropriate health care professionals and other documents submitted by the Benefit Plan or issuer, claimant, or the claimant's treating provider;
4. The terms of the Claimant's Benefit Plan to ensure that the IRO's decision is not contrary to the terms of the Benefit Plan, unless the terms are inconsistent with applicable law;
5. Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the federal government, national or professional medical societies, boards, and associations;
6. Any applicable clinical review criteria developed and used by the Benefit Plan, unless the criteria are inconsistent with the terms of the Benefit Plan or with applicable law; and
7. The opinion of the IRO's clinical reviewer or reviewers after considering the information described in this notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.

(vi) The assigned IRO must provide written notice of the Final External Review Decision within 45 days after the IRO receives the request for the External Review. The IRO must deliver the notice of Final External Review Decision to the Claimant, BCBSKS, and the Benefit Plan.

(vii) The assigned IRO's decision notice will contain:

1. A general description of the reason for the request for External Review, including information sufficient to identify the claim (including the date or dates of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial);
2. The date the IRO received the assignment to conduct the External Review and the date of the IRO decision;
3. References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;



4. A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;

5. A statement that the determination is binding except to the extent that other remedies may be available under state or federal law to either the Benefit Plan or to the Claimant;

6. A statement that judicial review may be available to the Claimant; and

7. Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2783.

(viii) After a Final External Review Decision, the IRO must maintain records of all claims and notices associated with the External Review process for six years. An IRO must make such records available for examination by the Claimant, Benefit Plan, or state or federal oversight agency upon request, except where such disclosure would violate state or federal privacy laws.

**D. Reversal of Benefit Plan's decision.**

Upon receipt of a notice of a Final External Review Decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Benefit Plan immediately must provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim.

**2. Expedited External Review for self-insured Benefit Plans.**

**A. Request for expedited External Review.**

The Benefit Plan must allow a Claimant to make a request for an expedited External Review with the Benefit Plan at the time the Claimant receives:

(i) An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the Claimant for which the timeframe for completion of an expedited Internal Appeal under the interim final regulations would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function and the Claimant has filed a request for an expedited Internal Appeal; or

(ii) A Final Internal Adverse Benefit Determination, if the Claimant has a medical condition where the timeframe for completion of a standard External Review would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received emergency services but has not been discharged from a facility.

**B. Preliminary review.**

Immediately upon receipt of the request for expedited External Review, BCBSKS must determine whether the request meets the reviewability requirements set forth in Paragraph I.B above for standard External Review. BCBSKS must immediately send a notice that meets the requirements set forth in Paragraph I.B above for standard External Review to the Claimant of its eligibility determination.

**C. Referral to Independent Review Organization.**

Upon a determination that a request is eligible for External Review following the preliminary review, BCBSKS will assign an IRO pursuant to the requirements set forth in

Paragraph I.C above for standard review. BCBSKS must provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO must review the claim de novo and is not bound by any decisions or conclusions reached during the Benefit Plan's internal claims and appeals process.

D. Notice of Final External Review Decision.

BCBSKS's contract with the assigned IRO should require the IRO to provide notice of the Final External Review Decision, in accordance with the requirements set forth in Paragraph I.C above, as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited External Review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO must provide written confirmation of the decision to the Claimant, BCBSKS, and the Benefit Plan.

3. Definitions.

The terms "Adverse Benefit Determination," "Appeal," "Internal Appeal," "Claimant," "External Review," "Final Internal Adverse Benefit Determination," "Final External Review Decision," and "Independent Review Organization" as used in this Addendum all have the same definitions as set out in 45 C.F.R. 147.138, as amended.

4. Fees.

BCBSKS will charge Benefit Plan fees in the amount of \$202.90 for its administration of the External Review process described above in addition to those set out in Attachment A to the Agreement. Benefit Plan is also responsible for reimbursing BCBSKS for all fees charged by IROs in connection with External Reviews.

Shawnee County

Blue Cross & Blue Shield of Kansas, Inc.

BY: \_\_\_\_\_

BY: Sheng Martins

TITLE: \_\_\_\_\_

TITLE: Sheng Consultant

DATE: \_\_\_\_\_

DATE: 9/20/19

Approved as to Legality  
and Form: Date 9-23-19  
162  
ASST. CO. COUNSELOR



**Shawnee County  
DEPARTMENT OF HUMAN RESOURCES**

**Angela K. Lewis, Director**

200 SE 7<sup>th</sup>, Room B-28

Topeka, Kansas 66603

Phone: (785) 251-4435

Fax (785) 251-4901, [www.snco.us](http://www.snco.us)

III 9.

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Angela K. Lewis, Director of Human Resources

DATE: September 30, 2019

RE: Appointment of Grievance Committee, Grievance G2019-0010

Please place this item on the Agenda for Monday, October 7, 2019.

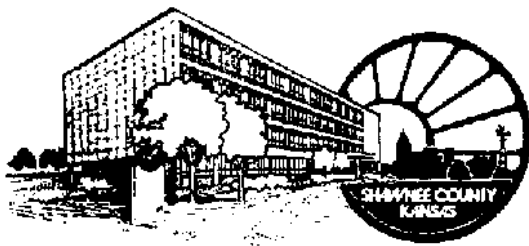
I am in receipt of a Step Three Grievance appeal filed under the provisions of Article 11.1 c of the Shawnee County Policy Manual. Upon request, the Commissioners may receive a complete copy of the grievance file.

Under the provisions of Article 11.1 c. of the Shawnee County Policy Manual referenced above, the Director of Human Resources, "who within ten (10) working days shall cause a grievance committee to be appointed by the Board of County Commissioners." In accordance with past practice in these matters, I am providing you with the names of individuals I recommend for appointment to the grievance committee. The following are my recommendations and the position each should occupy on the committee:

Ms. Betty Greiner	Appointing Authority
Mr. Todd Hazard	Like Classification Level Employee
Ms. Clara Norris	At Large Employee

I will advise whomever you select of their appointment. Thank you for your consideration of this recommendation.

If you have any questions or concerns please feel free to contact me at 785-251-4440.



**SHAWNEE COUNTY**  
**Department of**  
**Emergency Management**

200 SE 7<sup>th</sup> Street  
Emergency Operations Center  
Topeka, KS 66603  
(785) 251-4150  
Dusty Nichols, Director

B  
1.

September 29, 2019

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**MEMO: 2019 First Responder Grant Program Approvals**

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TO: Board of County Commissioners  
Shawnee County Kansas

FROM: Nelson E Casteel – Ambulance Compliance Officer  
Shawnee County Emergency Management

The Shawnee County Ambulance Advisory Board recommends that the Shawnee County Board of County Commissioners approve the three projects detailed later in this document for grant funding in the amount of \$10590.32 from the First Responder Grant Program.

This recommendation of approval of the projects by the Shawnee County Ambulance Advisory Board was made in accordance with Contract C207-2016 and Shawnee County Resolution 2019-31 at their meeting on July 24, 2019 on a 5-0 vote.

Exhibit E of Contract C207-2016 outlines the creation of the first responder grant fund from fines/penalties and Resolution 2019-31 outlines the process put in place by the Shawnee County Board of County Commissioners to award the grants. Both the Contract and the Resolution can be found at [http://www.snco.us/em/ambulance\\_meeting\\_info.asp](http://www.snco.us/em/ambulance_meeting_info.asp)

The grant documents and other related materials are attached to this packet.

Grant Managers, Board Members and other concerned parties have been invited to attend the meeting and have been notified of this agenda item.

As is outlined in the Contract and Resolution:

- It is the intent of this procedure and process to enable all first responder agencies in Shawnee County to have the same opportunity to receive grant funding.
- It is the intent of the county to ensure that the grant funding is awarded based on the best use of the funds and not on a "first come first served" basis.
- As this is an opportunity made possible by Contract C207-2016, it is the intent of the county to receive regular status reports so as to ensure accountability of the usage of the funds.
- The Ambulance Advisory Board makes recommendation(s) to the Board of County Commissioners.
- The Compliance Officer is required to forward the recommendation(s) and supporting documentation to the Board of County Commissioners.

## **2019 First Responder Grant Program Approvals**

- The Board of County Commissioners have the sole authority to approve grant money disbursements.

The following outlines the steps and processes undertaken for this grant cycle:

- In accordance with Contract C207-2016 and Resolution 2019-31, on June 3, 2019, the Ambulance Compliance Officer sent an email which served as the notification of the opening of the 2019 First Responders Grant Program.
- The email notification to the Fire Chiefs and First Responders in Shawnee County reported that the Special Revenue Account contained \$46,973.76, which would be made available for the 2019 First Responders Grant Program.
- By the close of business on July 1, 2019, the Ambulance Compliance Officer had received three applications for the grant fund requests amounting to \$10,590.32.
- On July 1, 2019, the Ambulance Compliance Officer sent an email which served as the notification that the grant period had closed and that three applications had been received on time.
- The email further reported that all three applications had been examined and marked approved by the Ambulance Compliance Officer as they all met the requirements set forth in the procedures and Resolution 2019-31.
- On July 24, 2019, the Ambulance Advisory Board voted 5-0 for approval and recommended that the Board of County Commissioners approved the three applications in the amount of \$10,590.32

Based on the recommendation and approval of the Ambulance Advisory Board, the Ambulance Compliance Officer Casteel recommends approval of the following grant applications to three applicants in the amount of \$10,590.32:

<b>#</b>	<b>Contact Person</b>	<b>ORG</b>	<b>DESCRIPTION</b>	<b>REQUESTED AMOUNT</b>
1-19	Wayne Hollis	Shawnee County Fire District #4	Pulse Oximeters	\$5,065.32
2-19	Richard Sigle	City of Topeka Fire Department	Stop the Bleed Training Kits	\$4,500.00
3-19	Joe Hawkins	Shawnee County Fire District #1	Stop the Bleed Training Kits	\$1,025.00

The exact descriptions of these items being purchased can be found on the following pages.

**SHAWNEE COUNTY CONTRACT C207-2016 GRANT COVER SHEET FORM**

NAME OF ORGANIZATION Shawnee Co. Fire Dist. #4 (Dover)

ADDRESS P.O. Box 234 Dover, KS 66420

CONTACT PERSON Capt. WAYNE Hollis, EMS OFFICER

SNCO VENDOR # (Y/N)? N If yes please provide # V000299

AMOUNT REQUESTED 5065.32 GRANT RECEIPT OF FUNDS WILL BE MADE VIA ACH ONLY

**UPON SUBMITTING AN APPLICATION PLEASE CONTACT THE SHAWNEE COUNTY CLERK TO VERIFY YOUR ACH INFORMATION IS CORRECT**

By signing below the organization and their authorized representative certifies the following:

Grant funds will not be used to purchase food.

Grant funds will not be used to attend conferences.

Grant funds will not be used for supplanting.

**CERTIFIED AND SUBMITTED BY:**

M. Wayne Hollis M. Wayne Hollis 12 JUNE 2019  
 PRINTED NAME SIGNATURE DATE

**RECEIVED BY COMPLIANCE OFFICE:**

Nelson E Castel [Signature] 6/19/19  
 PRINTED NAME SIGNATURE DATE

**AMBULANCE COMPLIANCE OFFICER**

[Signature]  
 SIGNATURE

**COMMENTS AND RECOMMENDATIONS**

Rec'd on time. Approved as it meets the resolution and procedure.

**AMBULANCE ADVISORY BOARD**

APPROVED OR DENIED

[Signature]  
 SIGNATURE

DATE 7/24/19 VOTE 5-0

**BOARD OF COUNTY COMMISSIONERS**

APPROVED OR DENIED

SIGNATURE

DATE VOTE

**2019 FIRST RESPONDER GRANT PROGRAM #1-19**



Quotation

Quotation#: shawneecofd4060420191

05/04/2019

Account Number: E126811-SHIP001

**BILL-TO**

SHAWNEE COUNTY FIRE DISTRICT 4

PO BOX 234

DOVER, KS 66420-0234

Ship Method: FEE < \$150

Payment Terms: NET 30

**SHIP-TO**

SHAWNEE COUNTY FIRE DISTRICT 4

2317 SW 24TH ST

TOPEKA, KS 66611-1513

Contact Name WAYNE HOLLIS

Phone Number (785) 231-9083

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
D5230	1/EA	BCI PULSE OXIMETER 3301 HAND HELD WITH FINGER PROBE	12	\$ 373.75	\$ 4,485.00	12/31/2019
331500	1/EA	CARRYING CASE FOR PULSE OX 3301 W/BELT CLIP AND SHOULDER STRAP	12	\$ 48.36	\$ 580.32	12/31/2019
2711-03734	1/EA	Masimo RAD-57 Kit with SpCO Option, Adult Rainbow Sensor, RC-01 Red	2	\$ 3,975.16	\$ 7,950.32	12/31/2019

Quote Total \$ 13,015.64

**Peter C. Lawrence, DC**

Bound Tree Medical | Senior Account Manager

Direct:1-800-533-0523 Ext# 7124 | Fax 1-866-561-1589

[peter.lawrence@boundtree.com](mailto:peter.lawrence@boundtree.com) | [www.boundtree.com](http://www.boundtree.com)

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713

Bound Tree Medical | 5000 Tuttle Crossing Blvd., Dublin Ohio | Telephone 800.533-0523

2019 FIRST RESPONDER GRANT PROGRAM #1-19

## APPROVAL PROCESS

NEC Step #1 Eligible first response organizations will fill out Grant Request and Vetting Forms as provided.

NEC Step #2 The form(s) will be submitted by the applicant to the Ambulance Compliance Officer for approval by July 1st each year.

NEC Step #3 Upon receipt, the Ambulance Compliance Officer will log the request on a spreadsheet, make a recommendation (approval or denial) based on the vetting sheet and place the application on the agenda for the next Ambulance Advisory Board Meeting.

NEC Step #4 The Ambulance Advisory Board shall vote on the item (recommending approval or denial or table).

NEC Step #5 Upon approval of the application, the Ambulance Compliance Officer will place the item on the County Commission agenda and notify the applicants of the date/time of the meeting.

NEC Step #6 The Board of County Commissioners will be asked to vote on the item.

Step #7 When the application has been either approved or denied by the Board of County Commissioners, the Ambulance Compliance Officer will send a notification memo to the applicant.

Step #8 If approved, the Ambulance Compliance Officer will ask that Audit-Finance initiate an ACH (*Organization will have to first be setup as a vendor and provide their ACH*).

Step #9 The Ambulance Compliance Officer will verify the ACH arrival with the responsible party.

Step #10 Following completion of the activities and/or purchases, the applicant shall submit certificates, purchase orders, invoices etc to the Ambulance Compliance Officer.

Step #11 At each Ambulance Advisory Board Meeting, the Ambulance Compliance Officer will provide an update on the fund and on the grant awards.

At the end of each fiscal year (Jan-Dec) the Ambulance Compliance Officer will make contact with the agency receiving a grant award and request that they provide a yearly written report to the AAB outlining the use of the items to include the following:

- a. Status of the equipment
- b. Location of equipment
- c. Explanation if it is considered out of service or unusable
- d. Explanation if it is considered to be obsolete
- e. Detailed usage during the fiscal year
- f. Issues and concerns
- g. Requests for disposal



First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
<p>Please indicate what your organization(s) would like to purchase:</p> <p>(please attach additional papers or documents if needed)</p>	<p>SCFD#4 IS REQUESTING TO PURCHASE 12 pulse oximeters for our volunteers to carry with their EMS response bags. SCFD#4 has 12 volunteers that carry EMS bags with oxygen. The standard of care is to measure the amount of O<sub>2</sub> in the blood before giving O<sub>2</sub>.</p>	<p>Y</p>	<p>NEC</p>
<p>Please answer the following questions</p> <p>Why is the equipment needed?</p> <p>How will the equipment be accounted for?</p> <p>(please attach additional papers or documents if needed)</p>	<p>At this time our volunteers do not have the ability to measure blood-oxygen levels. Administration of O<sub>2</sub> with a blood O<sub>2</sub> level increases the number of free radicals and can be harmful.</p> <p>This equipment will be the property of SCFD#4, issued to EMT and NEMT first responders and accountable to the fire dept. through the EMS officer.</p>	<p>Y</p>	<p>NEC</p>

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Please provide (attach) a written agreement and/or process by which you plan to make the equipment available to the other county agencies	SCFD #4 PARTICIPATES IN EMS ACTIVITIES THROUGHOUT NE KANSAS DURING DISASTERS AS A PART OF TF-2 AND MUTUAL AID CALLS.	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will not be utilized to gain a profit by any means.	MONIES GRANTED TO SCFD #4 WILL BE COMPLETELY SPENT ON THE REQUESTED ITEMS. NO MONEY WILL PROFIT A PERSON OR THE DEPT.	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will be utilized only to cover the costs and any potential profit or perception of profit will be reported to the AAB or their designee immediately in writing.	THE MONIES REQUESTED WILL COVER THE COST OF 12 PULSE OXIMETERS AND 12 CARRYING CASES. PLEASE SEE ATTACHED QUOTE.	Y	NEC
Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a detailed written accounting of all monies related to the award immediately upon request of the AAB or their designee.	WE, SCFD #4, AGREE TO PROVIDE A DETAILED ACCOUNTING OF HOW GRANT MONIES ARE SPENT BY THE DEPT. UPON REQUEST OF THE AAB OR DESIGNEE.	Y	NEC
Please provide a document that discloses any conflict of interest of the department and/or its members that might occur should you be awarded a grant.	THERE IS NO CONFLICT OF INTEREST WITH ANYONE CONNECTED WITH SCFD #4 IN THE AWARDING OF THIS GRANT.	Y	NEC
Grant funds will only be used to purchase training equipment/manikins etc (y/n)	NO. THIS GRANT WILL BE SPENT ON VITAL PATIENT ASSESSMENT EQUIPMENT.	Y	NEC

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Grant funds that are used to host or conduct EMS related workshops, seminars, or conferences shall not pass costs or onto any of the authorized Shawnee County first response agencies (y/n)	NO		
Grant funds will be used to pay AMR, their competitors and/or other instructors to provide services that they are normally paid to provide only upon receiving prior express written permission of the Compliance Office (y/n)	NO		
<p>Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a funds utilization report to the AAB annually (due no later than January 15th). Such report shall include the following:</p> <p>Status of the equipment</p> <p>Location of equipment</p> <p>Explanation if it is considered out of service or unusable</p> <p>Explanation if it is considered to be obsolete</p> <p>Detailed usage during the fiscal year</p> <p>Issues and concerns</p> <p>Requests for disposal</p>	<p>SGFD#4 will fully comply with ANY ACCOUNTING REQUEST BY THE AAB OR ITS DESIGNEE - A FUNDS UTILIZATION REPORT WILL BE PROVIDED ANNUALLY.</p>		

**SHAWNEE COUNTY CONTRACT C207-2016 GRANT COVER SHEET FORM**

NAME OF ORGANIZATION Topeka Fire Department  
 ADDRESS 324 SE Jefferson  
 CONTACT PERSON Richard Sigle Jr.  
 SNCO VENDOR # (Y/N)? Y If yes please provide # V000671  
 AMOUNT REQUESTED 4,500.00

**UPON SUBMITTING AN APPLICATION PLEASE CONTACT THE SHAWNEE COUNTY CLERK TO VERIFY YOUR ACH INFORMATION IS CORRECT**

By signing below the organization and their authorized representative certifies the following:

- Grant funds will not be used to purchase food.
- Grant funds will not be used to attend conferences.
- Grant funds will not be used for supplanting.

**CERTIFIED AND SUBMITTED BY:**

Richard Sigle Jr. [Signature] 6-27-19  
 PRINTED NAME SIGNATURE DATE

**RECEIVED BY COMPLIANCE OFFICE:**

Nelson E Castel [Signature] 6-28-19  
 PRINTED NAME SIGNATURE DATE

**AMBULANCE COMPLIANCE OFFICER**

[Signature]  
 SIGNATURE

COMMENTS AND RECOMMENDATIONS  
Reid Online Approval as it meets the resolution and procedure.

**AMBULANCE ADVISORY BOARD**

[Signature]  
 SIGNATURE

APPROVED OR DENIED  
 DATE 7/24/19 VOTE 5-0

**BOARD OF COUNTY COMMISSIONERS**

SIGNATURE

APPROVED OR DENIED  
 DATE VOTE

**2019 FIRST RESPONDER GRANT PROGRAM #2-19**



**TOPEKA FIRE**  
DEPARTMENT

Craig G. Duke, Fire Chief  
324 SE Jefferson Street  
Topeka, KS 66607

Tel: 785-368-4000  
Fax: 785-368-4030  
[www.topeka.org](http://www.topeka.org)

June 27, 2019

To whom it may concern:

RE: 2019 Ambulance Advisory Board Grant Application .

Please consider this our written request for grant funds totaling \$4500.00 for the purchase of Stop the Bleed kits to be made available for those attending Stop the Bleed courses conducted by the Topeka Fire Department. These will also be used as regular promotional items for the public to promote Stop the Bleed courses along with having the kits available for mass distribution in the event of a mass causality event.

Stop the Bleed is part of national program to save lives through the education and training of the lay public of the importance of preventing death from treatable bleeding.

Please consider supporting our efforts to help saves lives throughout the area.

Disclosure of Conflict of Interest Statement

None

Respectfully

Richard Sigle Jr.

Chief of EMS, Topeka Fire Department

2019 FIRST RESPONDER GRANT PROGRAM #2-19

**APPROVAL PROCESS**

Step #1 Eligible first response organizations will fill out Grant Request and Vetting Forms as provided.

NEC

Step #2 The form(s) will be submitted by the applicant to the Ambulance Compliance Officer for approval by July 1st each year.

NEC

Step #3 Upon receipt, the Ambulance Compliance Officer will log the request on a spreadsheet, make a recommendation (approval or denial) based on the vetting sheet and place the application on the agenda for the next Ambulance Advisory Board Meeting.

NEC

Step #4 The Ambulance Advisory Board shall vote on the item (recommending approval or denial or table).

NEC

Step #5 Upon approval of the application, the Ambulance Compliance Officer will place the item on the County Commission agenda and notify the applicants of the date/time of the meeting.

NEC

Step #6 The Board of County Commissioners will be asked to vote on the item.

NEC

Step #7 When the application has been either approved or denied by the Board of County Commissioners, the Ambulance Compliance Officer will send a notification memo to the applicant.

Step #8 If approved, the Ambulance Compliance Officer will ask that Audit-Finance initiate an ACH (Organization will have to first be setup as a vendor and provide their ACH).

Step #9 The Ambulance Compliance Officer will verify the ACH arrival with the responsible party.

Step #10 Following completion of the activities and/or purchases, the applicant shall submit certificates, purchase orders, invoices etc to the Ambulance Compliance Officer.

Step #11 At each Ambulance Advisory Board Meeting, the Ambulance Compliance Officer will provide an update on the fund and on the grant awards.

At the end of each fiscal year (Jan-Dec) the Ambulance Compliance Officer will make contact with the agency receiving a grant award and request that they provide a yearly written report to the AAB outlining the use of the items to include the following:

- a. Status of the equipment
- b. Location of equipment
- c. Explanation if it is considered out of service or unusable
- d. Explanation if it is considered to be obsolete
- e. Detailed usage during the fiscal year
- f. Issues and concerns
- g. Requests for disposal

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
<p>Please indicate what your organization(s) would like to purchase:</p> <p>(please attach additional papers or documents if needed)</p>	<p><i>Stop the bleed kits</i></p>	<p>Y</p>	<p>NEC</p>
<p>Please answer the following questions</p> <p>Why is the equipment needed?</p> <p>How will the equipment be accounted for?</p> <p>(please attach additional papers or documents if needed)</p>	<p><i>Training the public and having available kits for emergency purposes</i></p> <p><i>a log will be maintained of location and name of person receiving the item</i></p>	<p>Y</p> <p>Y</p> <p>Y</p>	<p>NEC</p> <p>NEC</p> <p>NEC</p>

**First Responder Grant Program – Appendix A-2019 – Vetting Form**

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Please provide (attach) a written agreement and/or process by which you plan to make the equipment available to the other county agencies	<i>If another agency request we will make kits available</i>	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will not be utilized to gain a profit by any means.	<i>Courses are offered free of charge</i>	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will be utilized only to cover the costs and any potential profit or perception of profit will be reported to the AAB or their designee immediately in writing.	<i>Courses are offered free of charge. this covers only the cost of the kits</i>	Y	NEC
Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a detailed written accounting of all monies related to the award immediately upon request of the AAB or their designee.	<i>Yes upon receipt of funds detailed tracking will occur</i>	Y	NEC
Please provide a document that discloses any conflict of interest of the department and/or its members that might occur should you be awarded a grant.	<i>see attached cover letter for disclosure</i>	Y	NEC
Grant funds will only be used to purchase training equipment/manikins etc (y/n)	<i>yes, funds only used to acquire the kits</i>	Y	NEC



**First Responder Grant Program – Appendix A-2019 – Vetting Form**

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Grant funds that are used to host or conduct EMS related workshops, seminars, or conferences shall not pass costs or onto any of the authorized Shawnee County first response agencies (y/n)	<i>agreed yes</i>	Y	NEC
Grant funds will be used to pay AMR, their competitors and/or other instructors to provide services that they are normally paid to provide only upon receiving prior express written permission of the Compliance Office (y/n)	<i>agreed yes</i>	Y	NEC
<p>Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a funds utilization report to the AAB annually (due no later than January 15th). Such report shall include the following:</p> <p>Status of the equipment</p> <p>Location of equipment</p> <p>Explanation if it is considered out of service or unusable</p> <p>Explanation if it is considered to be obsolete</p> <p>Detailed usage during the fiscal year</p> <p>Issues and concerns</p> <p>Requests for disposal</p>	<i>yes a report will be submitted</i>	Y	NEC

**SHAWNEE COUNTY CONTRACT G207-2016 GRANT COVER SHEET FORM**

NAME OF ORGANIZATION SCFD #1  
 ADDRESS 715 RAILROAD SILVER LAKE, KS. 66539  
 CONTACT PERSON CHIEF JOE HAWKINS  
 SNCO VENDOR # (Y/N)? Y If yes please provide # V011840  
 AMOUNT REQUESTED \$1,025.00

**UPON SUBMITTING AN APPLICATION PLEASE CONTACT THE SHAWNEE COUNTY CLERK TO VERIFY YOUR ACH INFORMATION IS CORRECT**

By signing below the organization and their authorized representative certifies the following:

- Grant funds will not be used to purchase food.
- Grant funds will not be used to attend conferences.
- Grant funds will not be used for supplanting.

CERTIFIED AND SUBMITTED BY:  
Joe Hawkins PRINTED NAME      [Signature] SIGNATURE      7/11/19 DATE

RECEIVED BY COMPLIANCE OFFICE:  
Nelson E Castel PRINTED NAME      [Signature] SIGNATURE      7/11/19 DATE

AMBULANCE COMPLIANCE OFFICER  
[Signature] SIGNATURE      COMMENTS AND RECOMMENDATIONS  
On time and meets all Req  
Approved

AMBULANCE ADVISORY BOARD      APPROVED OR DENIED  
[Signature] SIGNATURE      DATE 7/24/19 VOTE S-0

BOARD OF COUNTY COMMISSIONERS      APPROVED OR DENIED  
 SIGNATURE      DATE      VOTE

**2019 FIRST RESPONDER GRANT PROGRAM #3-19**

Shawnee County Fire District #1, a.k.a. Silver Lake Fire Department, agrees to allow the equipment purchased with monies awarded from the First Responder Grant, to be utilized by other Shawnee County Agencies, if requested.

The requesting agency will need to contact the Fire Chief of SCFD #1 with their request. The requesting agency shall inform the Fire Chief of SCFD #1, what their intended use will be and what the duration of the utilization shall be.

Requesting agencies must adhere to all rules and regulations of the grant resolution, such as the requesting agency may not use the equipment for profit.



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COMMITTEE  
ON TRAUMA



Cart

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[Cart](#)

PRODUCT

PRICE

QUANTITY

TOTAL



Training Kit

\$950.00

1

\$950.00

**Cart totals**

Subtotal

**\$950.00**

Shipping

Standard US Shipping: \$75.00

Shipping to silver lake, KS  
66539.

[Change address](#)

Total

**\$1,025.00**

[Coupon code](#)

[Apply Coupon](#)

[Refresh Cart](#)

[Proceed to checkout](#)

## APPROVAL PROCESS

Step #1 Eligible first response organizations will fill out Grant Request and Vetting Forms as NEC provided.

Step #2 The form(s) will be submitted by the applicant to the Ambulance Compliance Officer for NEC approval by July 1st each year.

Step #3 Upon receipt, the Ambulance Compliance Officer will log the request on a spreadsheet, make a recommendation (approval or denial) based on the vetting sheet and place the application NEC on the agenda for the next Ambulance Advisory Board Meeting.

Step #4 The Ambulance Advisory Board shall vote on the item (recommending approval or denial NEC or table).

Step #5 Upon approval of the application, the Ambulance Compliance Officer will place the item on the County Commission agenda and notify the applicants of the date/time of the meeting. NEC

NEC Step #6 The Board of County Commissioners will be asked to vote on the item.

Step #7 When the application has been either approved or denied by the Board of County Commissioners, the Ambulance Compliance Officer will send a notification memo to the applicant.

Step #8 If approved, the Ambulance Compliance Officer will ask that Audit-Finance initiate an ACH (*Organization will have to first be setup as a vendor and provide their ACH*).

Step #9 The Ambulance Compliance Officer will verify the ACH arrival with the responsible party.

Step #10 Following completion of the activities and/or purchases, the applicant shall submit certificates, purchase orders, invoices etc to the Ambulance Compliance Officer.

Step #11 At each Ambulance Advisory Board Meeting, the Ambulance Compliance Officer will provide an update on the fund and on the grant awards.

At the end of each fiscal year (Jan-Dec) the Ambulance Compliance Officer will make contact with the agency receiving a grant award and request that they provide a yearly written report to the AAB outlining the use of the items to include the following:

- a. Status of the equipment
- b. Location of equipment
- c. Explanation if it is considered out of service or unusable
- d. Explanation if it is considered to be obsolete
- e. Detailed usage during the fiscal year
- f. Issues and concerns
- g. Requests for disposal

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
<p>Please indicate what your organization(s) would like to purchase:</p> <p>(please attach additional papers or documents if needed)</p>	<p>STOP THE BLEED TRAINING KIT SKU: KITTR1</p> <p>ATTACHED</p>	<p>HTY</p>	<p>NEC</p>
<p>Please answer the following questions</p> <p>Why is the equipment needed?</p> <p>How will the equipment be accounted for?</p> <p>(please attach additional papers or documents if needed)</p>	<p>TO PROVIDE DEPARTMENT AND NO COST COMMUNITY TRAINING IN THE RECOGNIZED STOP THE BLEED COURSE</p> <p>THE KIT WILL BE INVENTORIED UPON ARRIVAL AND PERIODICALLY, THE KIT WILL ONLY BE CHECKED OUT/IN TO AUTHORIZED INSTRUCTORS.</p>	<p>Y</p> <p>Y</p>	<p>NEC</p> <p>NEC</p>

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Please provide (attach) a written agreement and/or process by which you plan to make the equipment available to the other county agencies	ATTACHED	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will not be utilized to gain a profit by any means.	STOP THE BLEED COURSES WILL ONLY BE TAUGHT "IN HOUSE" FOR THE FIRE DEPARTMENT AND AS A NO COST CLASS FOR THE COMMUNITY	Y	NEC
Please indicate that you and/or your organization affirms that the grant award will be utilized only to cover the costs and any potential profit or perception of profit will be reported to the AAB or their designee immediately in writing.	THE GRANT WILL ONLY BE USED TO PURCHASE THE TRAINING KIT AND PAY FOR SHIPPING. NO PROFIT WILL BE ATTAINED AT ANY TIME, HOWEVER IF UNINTENTIONAL IT WILL BE REPORTED IMMEDIATELY.	Y	NEC
Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a detailed written accounting of all monies related to the award immediately upon request of the AAB or their designee.	SCFD #1 WILL FILE A DETAILED ACCOUNTING OF ALL MONIES AWARDED TO AAB UPON THEIR REQUEST	Y	NEC
Please provide a document that discloses any conflict of interest of the department and/or its members that might occur should you be awarded a grant.	THERE IS NO FORESEEN CONFLICT OF INTEREST	Y	NEC
Grant funds will only be used to purchase training equipment/manikins etc (y/n)	YES	Y	NEC

2019 FIRST RESPONDER GRANT PROGRAM #3-19

First Responder Grant Program – Appendix A-2019 – Vetting Form

GRANT REQUIREMENT	APPLICANT RESPONSE	MEETS REQMS Y/N	COMPLIANCE INITIALS
Grant funds that are used to host or conduct EMS related workshops, seminars, or conferences shall not pass costs or onto any of the authorized Shawnee County first response agencies (y/n)	NO COST WILL BE PASSED ALONG	Y	NEC
Grant funds will be used to pay AMR, their competitors and/or other instructors to provide services that they are normally paid to provide only upon receiving prior express written permission of the Compliance Office (y/n)	GRANT TO PURCHASE TRAINING KIT ONLY	Y	NEC
<p>Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a funds utilization report to the AAB annually (due no later than January 15th). Such report shall include the following:</p> <p>Status of the equipment</p> <p>Location of equipment</p> <p>Explanation if it is considered out of service or unusable</p> <p>Explanation if it is considered to be obsolete</p> <p>Detailed usage during the fiscal year</p> <p>Issues and concerns</p> <p>Requests for disposal</p>	A REPORT WILL BE FILED WITH AAB	Y	NEC



RESOLUTION NO. 2019- 31

A RESOLUTION ADOPTING POLICIES AND PROCEDURES  
FOR FIRST RESPONDER GRANT FUNDING

SPONSORED BY COMMISSIONER ARCHER

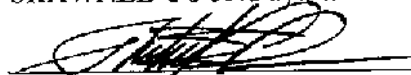
WHEREAS, the Board of County Commissioners of the County of Shawnee Kansas, desires to update policies and procedures for first responders to apply for, receive and use grant funds collected from contractual fines and penalties paid by the County's ambulance contractor; and


WHEREAS, the members of the Shawnee County Ambulance Advisory Board have unanimously approved the updates on April 24, 2019;

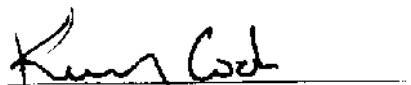
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Shawnee, Kansas, sitting in regular session on this 23<sup>rd</sup> day of May 2019 does hereby resolve to adopt the following:

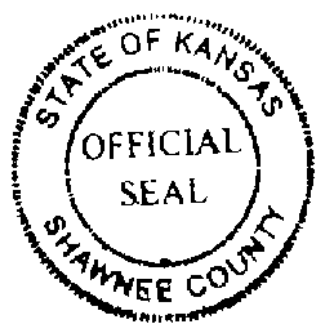
1. The Board of County Commissioners of the County of Shawnee, Kansas hereby rescinds Resolution No. 2017-16 in its entirety and replaces it with this resolution as outlined.
2. The Board of County Commissioners of the County of Shawnee, Kansas hereby adopts the policies and procedures for first responder grant funding attached hereto as Appendix A-2019.
3. The Shawnee County Ambulance Advisory Board shall conduct an annual review of the policies and procedures in Appendix A and may recommend amendments to the Board of County Commissioners as necessary to maximize the public benefit of the grant funds.

BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS

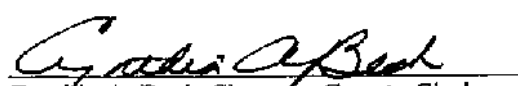
  
Robert E. Archer, Chair


  
William D. Riphahn, Vice-Chair

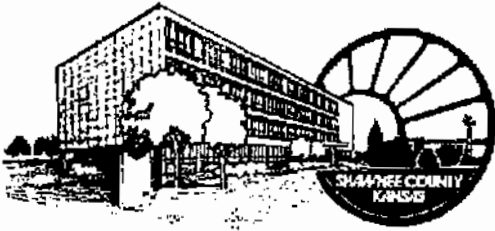
  
Kevin J. Cook, Member



ATTEST:

  
Cynthia A. Beck, Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY  
BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE  
DATE 5-15-19 BY 



**SHAWNEE COUNTY**  
**Department of**  
**Emergency Management**

200 SE 7<sup>th</sup> Street  
Emergency Operations Center  
Topeka, KS 66603  
(785) 251-4150  
Dusty Nichols, Director


May 12, 2019

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**MEMO: *First Responder Grant Program – Appendix A-2019***

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**TO:** Board of County Commissioners  
Ambulance Advisory Board Members  
Shawnee County First Responders  
Shawnee County Kansas

**FROM:** Nelson E Casteel – Ambulance Compliance Officer   
Shawnee County Emergency Management

**Background**

Contract C207-2016 outlines the usage of fine and penalty monies that are paid by the contractor (American Medical Response) to Shawnee County.

Exhibit E Sections 6 states that the county "agrees that all monies from fines and penalties will be placed in a Shawnee County special revenue fund. This fund will serve as a source for grants that can be given/issued to first responder agencies for the purpose of training, education and equipment. Such grants shall be awarded by the Shawnee County BOCC from recommendations made by the AAB."

Exhibit E Section 7 states that the county "further agrees that any monies from fines/penalties/damages will not be utilized to pay the employees who will be responsible for monitoring the contract."

On April 17, 2017, the Shawnee County Board of County Commissioners approved Resolution 2017-16 that outlined the grant process and on July 12, 2018, the Shawnee County Board of County Commissioners approved placing the processes into the Ambulance Advisory Board Bylaws in Section 7.06.

At the November 28, 2018 Ambulance Advisory Board meeting, the Board approved a motion to recommend that the Shawnee County Board of County Commissioners amend the grant process by requiring a written consensus of intent from the first responder(s) recipients regarding the usage and disbursement of the grant monies for future years.

At the January 3, 2019 Commissioner Meeting, the Shawnee County Board of County Commissioners agreed with the Fire Chiefs, the Ambulance Advisory Board and the Compliance Officer regarding the refining or fine-tuning the grant process for subsequent years.

## **First Responder Grant Program – Appendix A-2019**

At the January 23, 2019, Ambulance Advisory Board meeting, the Board Members formulated a draft document and directed the Ambulance Compliance Officer to provide it to the Shawnee County Fire Chiefs.

On February 13, 2019, the Ambulance Compliance Officer to provided the draft to the Shawnee County Fire Chiefs and asked them to provide any feedback before the April 24, 2019 Ambulance Advisory Board meeting.

On April 24, 2019, the Ambulance Advisory Board met and unanimously approved (5-0) the procedures as outlined in this document.

Resolution 2017-16 and all articles associated with it shall be rescinded and replaced by a new resolution that outlines the updated grant process as detailed herein.

This document serves as the recommendation of the Ambulance Advisory Board.

### **Intent**

The intent is to use the funds for items such as gloves, new tools/instruments and other common medical supplies so that the county departments can reduce out of pocket expenditures.

It is the intent that other items that might be proposed include those EMS related items that could benefit as many of the county responders as possible.

It is the intent of this process to afford the Shawnee County Fire Chiefs the opportunity to exercise their strategic authority and planning over these matters.

It is the intent of this process to engage in professional, transparent and ethical conduct when expending public funds.

It is the intent of the Ambulance Advisory Board to combat supplanting and insure the providing of responders with opportunities that otherwise are not possible and practical.

It is the intent of the Ambulance Advisory Board to advance the knowledge, capabilities and opportunities for the Shawnee County First Responders as outlined by the Compliance Officer.

### **Timelines and Deadlines**

- #1 Within three business days of June 1st each year, the Compliance Officer shall make notification to the First Responder Agencies in Shawnee County via email that outlines the amount available for grants.
- #2 Eligible first response organizations will fill out the Grant Request and Vetting forms as provided and submit to the Ambulance Compliance Office for approval by July 1 each year.

## First Responder Grant Program – Appendix A-2019

- #3 Upon receipt, the Ambulance Compliance Officer will log the request on a spreadsheet, make a recommendation (approval or denial) based on the vetting sheet and place the application on the agenda for the next Ambulance Advisory Board Meeting.
- #4 The Ambulance Advisory Board shall vote on the item (recommending approval or denial or table).
- #5 Upon approval of the application(s), the Ambulance Compliance Officer will place the item(s) on the County Commission agenda and notify the applicants of the date/time of the meeting.
- #6 The Board of County Commissioners will be asked to vote on the item(s).
- #7 When the application has been either approved or denied by the Board of County Commissioners, the Ambulance Compliance Officer will send a notification memo to the applicant.
- #8 Step #8 If approved, the Ambulance Compliance Officer will ask that Audit-Finance initiate an ACH (Organization will have to first be setup as a vendor and provide their ACH).
- #9 The Ambulance Compliance Officer will verify the ACH arrival with the responsible party.
- #10 Following completion of the activities or purchases, the recipient shall submit certificates, purchase orders, invoices etc to the Ambulance Compliance Officer.
- #11 At each Ambulance Advisory Board Meeting, the Ambulance Compliance Officer will provide an update on the fund and on the status of the grant awards.

### Application and Applicant Requirements

- #12 Grant funds shall be submitted only by the recognized county first responder agencies as previously determined by the Compliance Officer:

190<sup>th</sup> Air-Refueling Wing Fire Department  
City of Topeka Fire Department  
Metropolitan Topeka Airport Authority Fire  
Mission Township Fire Department  
Shawnee County Fire District #1  
Shawnee County Fire District #2

## First Responder Grant Program – Appendix A-2019

Shawnee County Fire District #3  
Shawnee County Fire District #4  
Shawnee Heights Fire District  
Soldier Township Fire Department.

- #13 In order to receive approval of grant funds the agency shall provide in writing the following on the previously approved and implemented application form(s):

Why the equipment is needed?  
How the equipment will be accounted for?

- #14 Each agency receiving a grant award shall provide a yearly report (Jan-Dec Fiscal) to the AAB from date of grant approval on use of the items to include the following:

- a. Status of the equipment
- b. Location of equipment
- c. Explanation if it is considered out of service or unusable
- d. Explanation if it is considered to be obsolete
- e. Detailed usage during the fiscal year
- f. Issues and concerns
- g. Requests for disposal

- #15 Each agency shall provide a written agreement and process by which to make the equipment available to the other county agencies.

- #16 Each agency shall provide a written statement and declaration affirming the following:

- a. Agency affirms that grant awards will not be utilized to gain a profit by any means.
- b. Agency affirms that grant awards will be utilized only to cover the costs and any potential profit or perception of profit will be reported to the AAB or their designee immediately in writing.
- c. Agency receiving grant award agrees that they will provide detailed written accounting of all monies related to the award immediately upon request of the AAB or their designee.

- #17 Every request for grant funds must include a disclosure that discloses any conflict of interest of the department and/or its members.

## **First Responder Grant Program – Appendix A-2019**

- #18 Grant fund request(s) may be combined with another authorized agency upon written and signed agreement signed by the respective departments' fire chiefs or their authorized representative.
- #19 Each agency approved and awarded a grant shall submit a funds utilization report to the AAB annually.
- #20 Grant fund requests will be limited to one request per agency and an agency that has chosen to submit a combined request may not submit for another request in the current grant cycle.

### **Allowable Applications**

- #21 Grant funds shall be used to purchase medical supplies and/or shall be used in patient care and/or training.
- #22 Grant funds shall be used to purchase training equipment/manikins etc
- #23 Grant funds may be used to host or conduct EMS related workshops, seminars, or conferences without cost to the authorized agencies.
- #24 Grant funds may only be paid to AMR, their competitors or other instructors to provide services that they are normally paid only upon receiving prior express written permission of the Compliance Office.

### **Disallowable Applications**

- #25 Grant funds shall not be used to purchase food.
- #26 Grant funds shall not be used to attend conferences
- #27 Grant funds shall not be approved or used for supplanting

**See the next pages for the Grant Application and Vetting Forms**

**SHAWNEE COUNTY CONTRACT C207-2016 GRANT COVER SHEET FORM**

NAME OF ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

SNCO VENDOR # (Y/N)? \_\_\_\_\_

If yes please provide # \_\_\_\_\_

AMOUNT REQUESTED \_\_\_\_\_

**UPON SUBMITTING AN APPLICATION PLEASE CONTACT THE SHAWNEE COUNTY CLERK TO VERIFY YOUR ACH INFORMATION IS CORRECT**

By signing below the organization and their authorized representative certifies the following:

Grant funds will not be used to purchase food.

Grant funds will not be used to attend conferences.

Grant funds will not be used for supplanting.

**CERTIFIED AND SUBMITTED BY:**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**RECEIVED BY COMPLIANCE OFFICE:**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**AMBULANCE COMPLIANCE OFFICER**

\_\_\_\_\_  
SIGNATURE

COMMENTS AND RECOMMENDATIONS

**AMBULANCE ADVISORY BOARD**

**APPROVED OR DENIED**

\_\_\_\_\_  
SIGNATURE

DATE

VOTE

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED OR DENIED**

\_\_\_\_\_  
SIGNATURE

DATE

VOTE



## **APPROVAL PROCESS**

Step #1 Eligible first response organizations will fill out Grant Request and Vetting Forms as provided.

Step #2 The form(s) will be submitted by the applicant to the Ambulance Compliance Officer for approval by July 1st each year.

Step #3 Upon receipt, the Ambulance Compliance Officer will log the request on a spreadsheet, make a recommendation (approval or denial) based on the vetting sheet and place the application on the agenda for the next Ambulance Advisory Board Meeting.

Step #4 The Ambulance Advisory Board shall vote on the item (recommending approval or denial or table).

Step #5 Upon approval of the application, the Ambulance Compliance Officer will place the item on the County Commission agenda and notify the applicants of the date/time of the meeting.

Step #6 The Board of County Commissioners will be asked to vote on the item.

Step #7 When the application has been either approved or denied by the Board of County Commissioners, the Ambulance Compliance Officer will send a notification memo to the applicant.

Step #8 If approved, the Ambulance Compliance Officer will ask that Audit-Finance initiate an ACH (*Organization will have to first be setup as a vendor and provide their ACH*).

Step #9 The Ambulance Compliance Officer will verify the ACH arrival with the responsible party.

Step #10 Following completion of the activities and/or purchases, the applicant shall submit certificates, purchase orders, invoices etc to the Ambulance Compliance Officer.

Step #11 At each Ambulance Advisory Board Meeting, the Ambulance Compliance Officer will provide an update on the fund and on the grant awards.

At the end of each fiscal year (Jan-Dec) the Ambulance Compliance Officer will make contact with the agency receiving a grant award and request that they provide a yearly written report to the AAB outlining the use of the items to include the following:

- a. Status of the equipment
- b. Location of equipment
- c. Explanation if it is considered out of service or unusable
- d. Explanation if it is considered to be obsolete
- e. Detailed usage during the fiscal year
- f. Issues and concerns
- g. Requests for disposal

**First Responder Grant Program – Appendix A-2019 – Vetting Form**

<b>GRANT REQUIREMENT</b>	<b>APPLICANT RESPONSE</b>	<b>MEETS REQMS Y/N</b>	<b>COMPLIANCE INITIALS</b>
<p>Please indicate what your organization(s) would like to purchase:</p> <p>(please attach additional papers or documents if needed)</p>			
<p>Please answer the following questions</p> <p>Why is the equipment needed?</p> <p>How will the equipment be accounted for?</p> <p>(please attach additional papers or documents if needed)</p>			

**First Responder Grant Program – Appendix A-2019 – Vetting Form**

<b>GRANT REQUIREMENT</b>	<b>APPLICANT RESPONSE</b>	<b>MEETS REQMS Y/N</b>	<b>COMPLIANCE INITIALS</b>
Please provide (attach) a written agreement and/or process by which you plan to make the equipment available to the other county agencies			
Please indicate that you and/or your organization affirms that the grant award will not be utilized to gain a profit by any means.			
Please indicate that you and/or your organization affirms that the grant award will be utilized only to cover the costs and any potential profit or perception of profit will be reported to the AAB or their designee immediately in writing.			
Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a detailed written accounting of all monies related to the award immediately upon request of the AAB or their designee.			
Please provide a document that discloses any conflict of interest of the department and/or its members that might occur should you be awarded a grant.			
Grant funds will only be used to purchase training equipment/manikins etc (y/n)			

**First Responder Grant Program – Appendix A-2019 – Vetting Form**

<b>GRANT REQUIREMENT</b>	<b>APPLICANT RESPONSE</b>	<b>MEETS REQMS Y/N</b>	<b>COMPLIANCE INITIALS</b>
Grant funds that are used to host or conduct EMS related workshops, seminars, or conferences shall not pass costs or onto any of the authorized Shawnee County first response agencies (y/n)			
Grant funds will be used to pay AMR, their competitors and/or other instructors to provide services that they are normally paid to provide only upon receiving prior express written permission of the Compliance Office (y/n)			
<p>Please indicate that you and/or your organization affirms that upon receiving a grant award you will provide a funds utilization report to the AAB annually (due no later than January 15th). Such report shall include the following:</p> <p>Status of the equipment</p> <p>Location of equipment</p> <p>Explanation if it is considered out of service or unusable</p> <p>Explanation if it is considered to be obsolete</p> <p>Detailed usage during the fiscal year</p> <p>Issues and concerns</p> <p>Requests for disposal</p>			



Shawnee County  
Department of Public Works

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867  
785-251-6101 FAX 785-251-4920

CURT F. NIEHAUS, P.E.  
DIRECTOR OF PUBLIC WORKS  
COUNTY ENGINEER

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## MEMORANDUM

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Date: September 19, 2019

To: Board of County Commissioners

From: Curt F. Niehaus, P.E.  
Director of Public Works

Re: PROJECT BUDGET -  
SE 45<sup>th</sup> Street: SE Berryton Road (West Edge Road) to East Edge Road  
Project No. S-701007.01

Presented for your consideration and approval is a Project Budget for the improvement of SE 45<sup>th</sup> Street between SE Berryton Road (West Edge Road) and East Edge Road.

This project proposes to widen SE 45<sup>th</sup> Street between SE Berryton Road / West Edge Road and East Edge Road from an existing 2/3 lane Rural roadway section with open ditches to a 3-lane Urban Arterial with curb & gutter, storm sewers, and sidewalks along both sides of SE 45<sup>th</sup> Street. Also included in the project will be the conversion of the SE 45<sup>th</sup> & Berryton Road intersection to a single-lane roundabout, the removal and replacement of the existing structurally deficient arch bridge over Deer Creek and the construction of a double 10'x10' Reinforced Concrete Box, located immediately west of SE Berryton Road.

Proposed Project Schedule:

- SNCO Bid Opening: January 2021
- Construction: Mid-February through November 2021

Funding Sources for this project will be a combination of the following:

- Federal Exchange Fund Program
- Countywide ½ Sales Tax - County Bridges
- Public Works Special Highway 204
- Public Works Special Bridge 202
- SNCO Parks & Recreation
- SW Gary Ormsby Dr. Residuals transferred to SE 45<sup>th</sup>
- Public Works Operating Budget transfers to 391

The motoring and pedestrian / bicycling public will benefit from this improvement by increased roadway capacity and improved safety.

Pg. 2: Project Budget, SE 45<sup>th</sup> Street – SE Berryton Road / West Edge Road to East Edge Road

It is the recommendation of the Public Works Department that this Project Budget be approved.

Attachments

## PROJECT BUDGET

SE 45th Street - SE Berryton Road to SE East Edge Road

Project Number: County S-701007.01

### LOCATION:

SE 45th Street - SE Berryton Road (West Edge Road) to SE East Edge Road

### DESCRIPTION OF PROJECT:

Convert existing 2 lane rural roadway to a 3-lane Urban Collector with storm sewers, and sidewalks , convert SE 45th & Berryton Road intersection from stop controlled to a single lane roundabout, construct a new bridge on SE 45th over Deer Creek and a large Reinforced Box immediately west of Berryton Road.

### SOURCE OF FUNDS:

Federal Exchange Fund Program

Countywide 1/2 cent Sales Tax - County Bridges

Public Works Special Highway 204

Public Works Special Bridge 202

SNCO Parks & Recreation

Public Works Operating Budget transfers to 391

SW Gary Ormsby Drive (S-601013.00) Residuals transferred to SE 45th (S-701007.00)

### PROJECT COST ESTIMATE:

ITEM	TOTAL
Construction:	\$4,231,351
Design	\$317,352
Construction Engineering	\$380,822
Right-of-Way	\$101,650
Appraisal Services - \$3,150.	
Acquisition Services: \$3,500.	
Easements: \$95,000.	
Utility Relocation	\$75,000
Contingencies	\$423,135
<b>TOTAL</b>	<b>\$5,529,310</b>

PROJECT ENGINEER: Jeff Hunt, P.E.

Project Budget Approved by BOCC:

<b>S-701007.01: SE 45th - SE Berryton Rd to East Edge Rd</b>		
<b>Funding Source</b>	<b>Amount/Yr</b>	<b>Total</b>
<b>Federal Exchange Program</b>		
2017	\$299,793.13	
2020	\$856,428.00	
2021	\$701,072.00	
		\$1,857,293.13
<b>Countywide 1/2 Sales Tax - Br.</b>		
2019	\$234,916.67	
2020	\$500,000.00	
		\$734,916.67
<b>Special Highway - 204</b>		
2019	\$750,000.00	
2020	\$250,000.00	
		\$1,000,000.00
<b>Special Bridge - 202</b>		
2020	\$169,089.00	
		\$169,089.00
<b>SNCO Parks &amp; Recreation</b>		
2019	\$200,000.00	
		\$200,000.00
<b>Gary Ormsby Transfer</b>		
2019	\$268,011.68	
		\$268,011.68
<b>PW Operating Budget</b>		
2020	\$650,000.00	
2021	\$650,000.00	
		\$1,300,000.00
		\$5,529,310.48



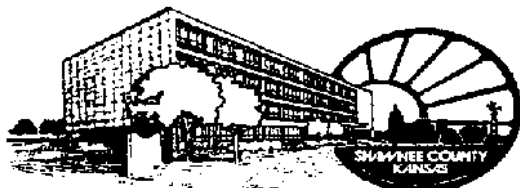
**SNCO Project No. S-701007.01**

**SE 45<sup>th</sup> Street: SE Berryton Road (West Edge Road) to East Edge Road**

**PROPOSED PROJECT SCHEDULE**

Field Check	September 18, 2019
Right-of-Way Plans & Documents	October 11, 2019
Field Check Plans Marked for Utility Review Distributed	October 11, 2019
Right-of-Way Clearance	February 14, 2020
Utility Clearance	November 1, 2020
Final Plans / Bidding Documents	November 30, 2020
Invitation to Bid to SNCO Project Mgr.	December 1, 2020
1 <sup>st</sup> Publication in Metro News	December 7, 2020
2 <sup>nd</sup> (Final) Publication in Metro News	December 14, 2020
Bid Opening, 2:00 PM, SNCO Courthouse, BCC Chambers	January 13, 2021
BCC Award Contract	February 1, 2021
Pre Construction Conference	February 10, 2021
Start Work Order Issued	February 18, 2021
Final Acceptance & Payment	December 1, 2021

C2. (a)  
(b)



**SHAWNEE COUNTY**  
**DEPARTMENT of PUBLIC WORKS**  
1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867  
785-251-6101 FAX 785-251-4920

Curt F. Niehaus, P.E.  
Director of Public Works  
County Engineer

---

## MEMORANDUM

---

Date: September 23, 2019

To: Board of County Commissioners

From: Curt F. Niehaus, P.E. *Curt F. Niehaus*  
Director of Public Works

Re: Sherwood Regional Wastewater Treatment Plant – New Teacup Grit Unit – KDHE Loan Project S-401019.00

1. Approval of request to schedule a Public Hearing during the Thursday, October 31 commission meeting to hear comments about the merits of the DB process with respect to the Teacup project referenced above.
2. At the conclusion of the Public Hearing: Approval of request to use design-build (DB) as an alternative to the traditional design-bid-build (DBB) project delivery process.

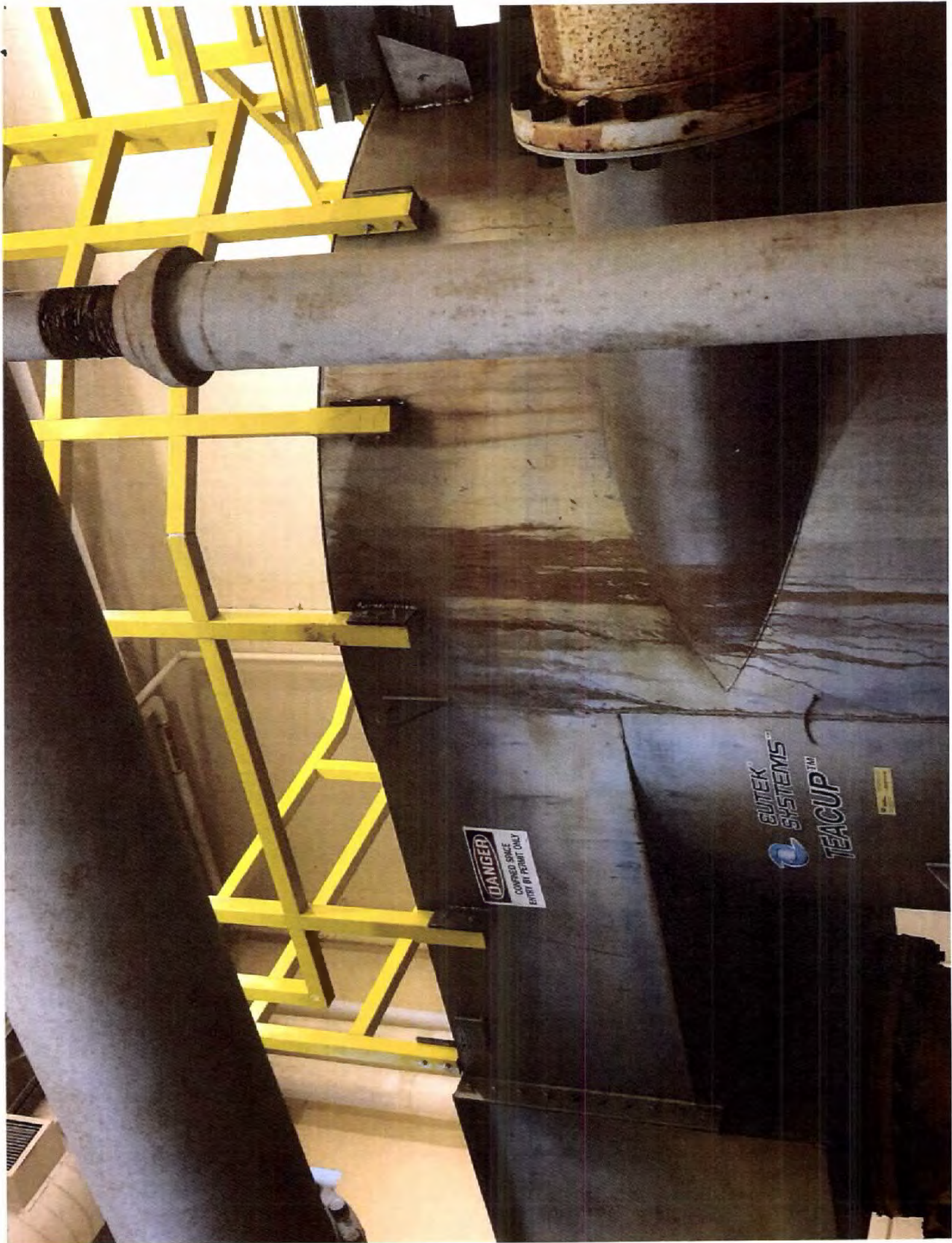
Pursuant to the requirements of KSA 19-216d, the Shawnee County Department of Public Works (SCDPW) is requesting approval to use the alternative DB project delivery process to install a new teacup grit removal unit and to repair the existing grit removal unit, which is to serve as a future backup unit.

The merits of using the DB process for the referenced project are as follows:

Since the project is predominately about new equipment installation utilizing the treatment plant's present mechanical systems, relatively little engineering design should be required. As such, selection of a contractor experienced and qualified in this type of wastewater work who can then partner with a professional engineering entity of their choice results in the fastest project outcome at the lowest cost.

KSA 19-216d also requires a Public Hearing on the merits of this alternate project delivery method as it pertains to the subject project. The Public Hearing can occur not earlier than 15 days after publication of a Public Notice. As such, the SCDPW requests scheduling a Public Hearing for the Thursday, October 31, 2019 commission meeting (Item 1) with a vote approving/denying the use of the alternate project delivery method (Item 2) occurring immediately thereafter.

Thank you considering both requests. Other than the fee for publication of the Public Notice, no funds for this project will be paid until the KDHE loan is secured.



## Niehaus, Curt

---

**From:** Crowl, James  
**Sent:** Wednesday, September 18, 2019 4:13 PM  
**To:** Niehaus, Curt  
**Subject:** Design Build Specialist

Curt,

The statutes you requested:

K.S.A. 19-216d

### **19-216d. Same; criteria for use**

#### **Currentness**

(a) Notwithstanding any other provision of the law to the contrary, the board is hereby authorized to institute an alternative project delivery program whereby construction management at-risk or building design-build procurement processes may be utilized on public projects pursuant to this act. This authorization for construction management at-risk and building design-build procurement shall be for the sole and exclusive use of planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots.

(b) The board may only approve those projects or programs for which the use of alternative project delivery procurement process is appropriate. In making such determination, the board may consider the following factors:

(1) The likelihood that the alternative project delivery method of procurement selected will serve the public interest by providing substantial savings of time or money over the traditional design-bid-build delivery process.

(2) The ability to overlap design and construction phases is required to meet the needs of the end user.

(3) The use of an accelerated schedule is required to make repairs resulting from an emergency situation.

(4) The project presents significant phasing or technical complexities, or both, requiring the use of an integrated team of designers and constructors to solve project challenges during the design or preconstruction phase.

(5) The use of an alternative project delivery method will not encourage favoritism in awarding the public contract or substantially diminish competition for the public contract.

(c) When a request is made for alternative delivery procurement by the board, the board shall publish a notice in the official county newspaper that the board will be holding a public meeting with the opportunity for comment on such request. Notice shall be published at least 15 days prior to the hearing.

(d) If the board finds that the project does not qualify for the alternative project delivery methods included under this act, then the construction services for such project shall be obtained pursuant to statute or to the procedures permitted by law.

## **Credits**

Laws 2008, ch. 148, § 3, eff. July 1, 2008; Laws 2010, ch. 57, § 3, eff. July 1, 2010.  
K. S. A. 19-216d, KS ST 19-216d



5.

**Shawnee County  
Department of Public Works**

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867  
785-251-6101 FAX 785-251-4920

**CURT F. NIEHAUS, P.E.**  
DIRECTOR OF PUBLIC WORKS  
COUNTY ENGINEER

**MEMORANDUM**

DATE: September 26, 2019

TO: Board of County Commissioners

FROM: Michael M. Welch, P.E. *MMW*  
Civil Engineer II

RE: Professional Engineering Services Contract  
SE Berryton Road, 6700 to 7000 Block  
Culverts over Tributary to Lynn Creek  
WI-028/MO-028, WI-029/MO-029 and WI-030/MO-030  
Project No. S-171010.00

Attached is a contract with Finney & Turnipseed Transportation & Civil Engineering, L.L.C. for Design and Construction Engineering Services for the referenced project. The contract is for a lump sum amount of \$190,100. Funding for the project will be from the Special Bridge Fund.

We request your approval of the contract.

cc: Curt F. Niehaus  
File S-171010.00

**SHAWNEE COUNTY  
PUBLIC WORKS DEPARTMENT**

**STANDARD AGREEMENT  
FOR  
ENGINEERING SERVICES**

THIS AGREEMENT, is between the Board of County Commissioners, Shawnee County, Kansas (Owner) and Finney & Turnipseed, Transportation and Civil Engineering, L.L.C. (Engineer);

**WITNESSETH:**

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on Project No. S-171010.00, SI: Berryton Road Culverts over Tributary to Lynn Creek /MO-028, MO-029, MO-030. These services include providing engineering design services, geological investigation services, bidding plans and documents, cost estimates, right-of-way plans, utility coordination, and construction engineering services for the replacement of the SE Berryton Road Culverts over Tributary to Lynn Creek / MO-028, MO-029, MO-030 (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);  
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas and the codes of Shawnee County, Kansas

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka and Shawnee County Standard Technical Specifications and the Shawnee County Design Criteria for Procedures, Streets, Storm Drainage, Sanitary Sewers and Bridges, latest editions.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

**ARTICLE 5 – OWNER’S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

**ARTICLE 6 - SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

**ARTICLE 7 - PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

**ARTICLE 8 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

**ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to



comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

**ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for County projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

**ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Finney & Turnipseed  
Transportation & Civil Engineering, L.L.C.  
610 SW 10<sup>th</sup> Street, Suite 200  
Topeka, Kansas 66612-1674

Owner: Board of County Commissioners  
Shawnee County Public Works Department  
1515 NW Saline  
Topeka, KS 66618  
(785) 251-6101

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating

to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**ARTICLE 23 - RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. \_\_\_\_\_  
Project No. S-171010.00

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

THE BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Shawnee County Clerk

\_\_\_\_\_  
Date

Finney & Turnipseed  
Transportation & Civil Engineering LLC  
Engineer

By: *J. A. [Signature]*

Approved as to Legality  
and Form: Date 9-26-16  
*[Signature]*  
ASST. CO. COUNSELOR

Attachment To Shawnee County Contract C 351-2019

Contract No. \_\_\_\_\_  
Project No. S-171010.00

**CONTRACTUAL PROVISIONS ATTACHMENT**

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **AGREEMENT WITH KANSAS LAW** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged in the County or the contractor.
4. **DISCLAIMER OF LIABILITY** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

6. **ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
7. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **INSURANCE** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

**VENDOR/CONTRACTOR:**

E. A. Mattox  
By: Eraig A. Mattox, PE, PLS

Principal  
Title:  
9/23/2019  
Date:

**BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS**

Chair  
Date:

**ATTEST:**  
Cynthia A. Beck, Shawnee County Clerk

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Shawnee County, Kansas  
Engineer: Finney & Turnipseed Transportation & Civil Engineering LLC  
Project Number & Name: S-171010.00 - SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030

**SCOPE OF SERVICES**

**BASIC SERVICES**

The project is specifically defined below:

Shawnee County Project No. S-171010.00  
Replacement of the three existing SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030 with two new culverts and eliminate one culvert crossing. This will include phasing to  
provide access to local drives. Roadway section on SE Berryton and SE 69<sup>th</sup> will be widened to a 3-lane  
urban section to add a turn bay to accommodate turning movement into the elementary school. Total  
length of improvements approximately 1,000+ feet.

The Engineer agrees to provide the following services.

**BASIC SERVICES - DESIGN**

1. To review all data from existing plans connected to this Project, if any.
2. To make necessary field surveys for the vertical and horizontal alignment of the Project.
3. To plot the field survey information and establish horizontal and vertical control for the proposed improvement in English.
4. To prepare preliminary plans and cost estimates.
5. To submit information from 1, 2, 3 & 4 above to the County for review and meet with representatives of the County to discuss the Project.
6. To prepare field check plans based on preliminary plans submitted to the County and to furnish the required set of plans and a construction cost estimate to the County.
7. To field check the Project with representatives of the Shawnee County.
8. To prepare office check plans for the Project in compliance with the field check recommendations.
9. To prepare right-of-way descriptions and easement documents for the purpose of assisting the County in the acquisition of right-of-way. To furnish plan sheets required to assist in the acquisition of right-of-way.
10. To furnish one set of plans to the utilities and coordinate the relocation of each of the utilities on the project.

11. To submit applications for the required permits to Division of Water resources, the United States Army Corps of Engineers and Kansas Department of Health and Environment when required.
12. To hire a geotechnical firm to perform a subsurface investigation if needed.
13. To submit one set of prints of the office check a prepared under 8 above to the County for office check approval along with a construction cost estimate.
14. To prepare final plans in accordance with the recommendations of the office check.
15. To prepare specifications and contract documents for the project suitable for advertising and letting the project.
16. To furnish one set of final plans and one electronic file of the final plans to the County.
17. To furnish all plans, specifications and contract documents for bidding purposes to prospective bidders for the purpose of securing bids for the project.
18. To prepare the Engineer's Estimate for the project.
19. To attend the opening of bids.
20. To accept compensation for services described in 1 through 19 Basic Services – Design in the amounts and at such periods of time as hereinafter set forth in Attachment B.

#### BASIC SERVICES – CONSTRUCTION INSPECTION

21. To provide the Construction Inspection services on this project on behalf of the County.
22. To accept compensation for services described in 21, Basic Services -- Construction in the amounts and at such periods of time as hereinafter set forth in Attachment B.

#### SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.



**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Shawnee County, Kansas  
Engineer: Finney & Turnipseed Transportation & Civil Engineering LLC  
Project Number & Name: S-171010.00 - SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030

**COMPENSATION**

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services - Design as described in Attachment A, a Lump Sum fee in the amount of Eighty-Seven thousand Five Hundred dollars (\$87,500.00). Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. For the Basic Services - Construction Inspection described in Attachment A, a Lump Sum fee in the amount of One Hundred and Two thousand Six Hundred dollars (\$102,600.00). Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- C. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
  - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
  - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Shawnee County, Kansas  
Engineer: Finney & Turnipseed Transportation & Civil Engineering LLC  
Project Number & Name: S-171010.00 - SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030

**OWNER'S RESPONSIBILITIES**

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one Shawnee County employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

Contract No. C351-2019  
Project No. S-171010.00

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Shawnee County, Kansas  
Engineer: Finney & Turnipseed Transportation & Civil Engineering LLC  
Project Number & Name: S-171010.00 - SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030

**SUPPLEMENTAL AGREEMENTS**

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Shawnee County, Kansas  
Engineer: Finney & Turnipseed Transportation & Civil Engineering LLC  
Project Number & Name: S-171010.00 - SE Berryton Road Culverts over Tributary to Lynn Creek/ MO-028,  
MO-029, MO-030

**PROJECT SCHEDULE**

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for County projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule. Engineer will make plan submittals to Owner based on the following schedule:
  - a. Field Survey - Engineer will complete survey 90 calendar days after the Notice to Proceed is given by Owner.
  - b. Preliminary and Field Check Plans - Engineer will submit preliminary drawings 100 calendar days after the Notice to Proceed is given by Owner.
  - c. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Certificates of Title and Public Improvement Documents for lands or easements to be acquired or obtained) within 30 calendar days after the Notice to Resume Work is given by Owner following Field Check.
  - d. Utility plans to each affected utility within 30 calendar days after Notice to Resume Work is given.
  - e. Office Check - Engineer will submit office check drawings and specifications within 100 calendar days after the Notice to Resume Work is given by Owner following Field Check.
  - f. Final Plans - Engineer will submit Final Plans within 20 calendar days after the Notice to Resume Work is given by Owner following Office Check.



**Shawnee County  
Solid Waste Department**

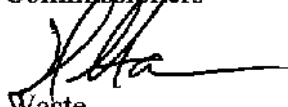
1515 N.W. SALINE STREET, SUITE 225  
TOPEKA, KANSAS 66618-2866  
785-233-4774  
785-291-4929 (FAX)

**WILLIAM SUTTON, Director**  
[solidwaste@snco.us](mailto:solidwaste@snco.us)  
[www.snco.us](http://www.snco.us)

**MEMORANDUM**

DATE: September 25, 2019

TO: Board of County Commissioners

FROM: William Sutton   
Director of Solid Waste

RE: Emergency Solid Waste Truck Repair Requests

Attached for your consideration and approval are emergency purchase request forms for driveline repairs for the Shawnee County Solid Waste Department's (SCSWD) truck No. SW-111.

Diagnostic testing and troubleshooting by the Solid Waste maintenance staff indicated a driveline failure that exceeded the capabilities of the maintenance department. The vehicle was taken to Kansas PowerTrain & Equipment to have further extensive testing conducted. The issues that were discovered are indicated on the attached Emergency Purchase Request forms. In order to get this truck back in service as soon as possible, SCSWD authorized Kansas PowerTrain & Equipment to complete the work while the trucks were at their facility.

Attached for your information are Emergency Purchase forms that were approved by the Audit-Finance Director for this work along with the KPT invoices detailing the costs.

The repair costs for Truck No. SW-111 are \$12,498.53.

SCSWD customers will benefit from the approval of this request in that the SCSWD will be able to continue providing timely and reliable service.

Funding for these services will come from the Solid Waste Fund (Account No. 25SW315). No tax dollars will be used for this request since SCSWD is an enterprise fund.

Your consideration of this request is appreciated.

EMERGENCY PURCHASE FORM

INSTRUCTIONS: Submit form in duplicate to: Shawnee County, Audit-Finance and Purchasing, 200 SE 7th, Room 201, Shawnee County Courthouse, Topeka, Kansas 66603

Acquisition in the amount of \$ 12,498.53 is requested for payment.

Emergency - an urgent and unexpected requirement where health and public safety or the conservation of public resources is a risk.

Vendor: Kansas Powertrain & Equipment LLC  
Address: 1534 NW Tyler  
Topeka, Kansas 66608

1. Description of Material or Service:

Repair/replace Damaged Rear Differential.

DEPARTMENT USE ONLY

Department Name: Solid Waste Telephone: \_\_\_\_\_  
Agency Approval: [Signature] Director of Solid Waste Date: 9-25-2019  
(Signature and Title)

AUDIT-FINANCE PURCHASING USE ONLY

Approved by: [Signature] Date 9/25/19  
(ADMINISTRATOR AUDIT-FINANCE)  
(Revised 2/12/14)

Kansas Powertrain & Equipment LLC

1534 NW Tyler  
Topeka, KS 66608

Phone: 785-861-7034

**INVOICE**

Terms	Date	Invoice #
	9/21/2019	57245

Bill To

P.O. No.	YEAR	MAKE	MODEL	MILEAGE	KEY
SW111	2013	CRANE CARRIER			29
Item	Description	Qty	Rate	Amount	
MISC LABOR	SN CO SOLID WASTE IDTS0570 IN 8/31 DISC 8500.00 axle L31247 474.58 axle L3124d 224.32 MISC CHARGE	1 17	9,198.90 119.00	9,198.90 2,023.00	
10083797	DRIVE AXLE HUB; 5/8" DRIVE AXLE STUDS **Long Barrel** STD BRGS, 150.D1101.S1, **Non-Pre-Ser** 10082219, HR935E	2	401.64434	803.29	
47897	SEAL; 4.756 ID X 6.311 OD X 1.125 WIDTH Scotese DRIVE AXLE 370033A 392-9131 309-0973 393-0173 393-0273	2	47.98	95.96	
SET401	WHL BRG SET; 590/573, TIMKEN USA	2	47.63	95.26	
SET403	WHL BRG SET; 594A/592A, USA	2	56.64824	113.30	
450876-10	AXLE GASKET 8 HOLE 6" ID, 8 1/4" OD, 7" B/C, 5/8 BOLT	2	2.41	4.82	
80-90W-PAIL	GEAR OIL; 80-90W DELO ESI, 35LB PAIL 224503-783	1	164.00	164.00	

Authorized work was completed to my satisfaction and I agree to pay the charges as billed.

Signature \_\_\_\_\_

<b>Subtotal</b>	\$12,498.53
<b>Sales Tax (8.15%)</b>	\$0.00
<b>Total</b>	\$12,498.53
<b>Balance Due</b>	\$12,498.53



E 1.

**Shawnee County  
Department of Corrections**  
501 SE 8<sup>th</sup> Avenue – Topeka, Kansas 66607 – (785) 291-5400

**Brian W. Cole, Director**

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Adult Detention Facility – 501 SE 8<sup>th</sup> – Topeka, Kansas 66607 – (785) 251-5100 – FAX (785) 251-4924  
Youth Detention Facility – 401 SE 8<sup>th</sup> – Topeka, Kansas 66607 – (785) 251-7700 – FAX (785) 251-4963  
Community Corrections – 712 S. Kansas Ave – Topeka, Kansas 66603 – (785) 251-7800 – FAX (785) 233-8983

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Brian W. Cole, Director *BW*

**DATE:** September 22, 2019

**RE:** **Request Approval to Negotiate Final Agreement with Aramark Correctional Services for Adult and Juvenile Commissary Services**

I am requesting approval to negotiate a final agreement with Aramark Correctional Services (Aramark) to provide commissary services for the department's adult and juvenile population. On November 5, 2018 the Commission authorized the development and issuance of an RFP for these services. The RFP was issued on June 7, 2019. Three bids were received on August 9, 2019.

After extensive review by the department's executive team, we have determined that Aramark presented the overall lowest and most responsive bid document. If approved, we would negotiate with Aramark to develop a final agreement to present for approval by the Commission.

Thank you for your consideration of this request, and I will be happy to answer any questions you may have.

BWC:tp

cc: Jim Crowl, County Counselor  
Betty Greiner, Director Administrative Services  
Timothy Phelps, Deputy Director





E  
2.

**Shawnee County**  
**Department of Corrections**  
501 SE 8<sup>th</sup> Avenue – Topeka, Kansas 66607 – (785) 291-5400

**Brian W. Cole, Director**

---

Adult Detention Facility – 501 SE 8th – Topeka, Kansas 66607 – (785) 251-5100 – FAX (785) 251-4924  
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**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Brian W. Cole, Director *BWC*

**DATE:** September 30, 2019

**RE:** Request to Post and Fill One Vacant Juvenile Intensive Supervision Officer Position

I am requesting to post and fill one Juvenile Intensive Supervision Officer (JISO) position, #DC1007, for the Juvenile Intensive Supervised Probation (JISP) division. This position has been vacated effective October 25, 2019, due to the resignation of the employee who had held the position for many years. This position is responsible for supervision of juvenile offenders who are sentenced to Shawnee County Community Corrections.

The cost for this position is estimated at a maximum of \$66,089.79 for salary and benefits, depending on seniority of the candidate selected. This will be paid out of the Juvenile ISP and Juvenile Case Management budget funds received from Kansas Department of Corrections, Juvenile Services for FY2020. No Shawnee County funds are to be used for this position.

Accordingly, I am requesting permission to post and fill this position to continue an appropriate dissemination of work in the juvenile unit. Thank you for your consideration of this request, and I will be happy to answer any questions you may have.

BWC:tp

cc: Angela Lewis Director of Human Resources  
Betty Greiner, Director Administrative Services  
Timothy Phelps, Deputy Director of Corrections



E3.


**Shawnee County**  
**Department of Corrections**  
501 SE 8<sup>th</sup> Avenue – Topeka, Kansas 66607 – (785) 291-5400

**Brian W. Cole, Director**

Adult Detention Facility – 501 SE 8<sup>th</sup> – Topeka, Kansas 66607 – (785) 251-5100 – FAX (785) 251-4924  
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Community Corrections – 712 S. Kansas Ave – Topeka, Kansas 66603 – (785) 251-7800 – FAX (785) 233-8983

**MEMORANDUM**

**TO:** Board of County Commissioners

**FROM:** Brian W. Cole, Director 

**DATE:** September 30, 2009

**RE:** Request to Post and Fill One Vacant Adult Intensive Supervision Officer Position

I am requesting to post and fill one Adult Intensive Supervision Officer (AISO) position for the Adult Intensive Supervised Probation (AISP) division. A current position is scheduled to be vacated effective December 20, 2019, due to the resignation of the employee who has held the position for more than 30 years. This position is responsible for supervision of a significant caseload of adult offenders who are sentenced to Shawnee County Community Corrections, and I wish to get a new officer on board sooner to allow training to begin to minimize disruption caused by a vacancy.

The cost for placing this additional AISP officer for approximately eight weeks is estimated at a maximum of \$13,743.74 for salary and benefits, depending on seniority of candidate selected. Once the scheduled resignation takes effect, that employee's salary will cover this new position. These funds will be paid out of the Adult ISP budget funds received from Kansas Department of Corrections, for FY2020. No funds from Shawnee County are required for this move.

HR Director Angela Lewis has been consulted on this move. Accordingly, I am requesting permission to post and fill this position to prepare to manage the caseload at the leaving of a senior AISO. Thank you for your consideration of this request, and I will be happy to answer any questions you may have.


BWC:tp

cc: Angela Lewis Director of Human Resources  
Betty Greiner, Director Administrative Services  
Timothy Phelps, Deputy Director of Corrections

Shawnee County  
**parks+**  
**recreation**

September 23, 2019

TO: Board of County Commissioners  
Shawnee County

FROM: Tim Laurent, Director  
Parks + Recreation 

RE: Solicit Bids – Golf Course Point-of Sale System and Website Hosting Service

Purpose: Board of Commissioners approval is requested to solicit bids for a golf course point-of-sale system and website hosting service for use at Lake Shawnee, Cypress Ridge and Forbes golf courses.

Justification: Shawnee County Parks + Recreation has utilized GolfNow since 2015 and would like to explore other platforms and services prior to renewing the existing contract in order to receive new features, take advantage of competitive pricing and maximize the overall experience for golfers in Shawnee County.

TLL/jpl  
JM



**parks.snco.us**

F2.

Shawnee County  
**parks + recreation**

September 4, 2019

TO: Board of Commissioner  
Shawnee County

FROM: Tim L. Laurent, Director *RL*  
Parks + Recreation

RE: American Leak Detection  
Park Services Division - Aquatics

Purpose: Board of Commissioners authorization and execution on the attached work authorization from American Leak Detection to assist Parks + Recreation with locating a potential problem in the Rossville Pool facility. Funding of \$645.00 minimum for the initial hour and \$181.00 each additional hour plus materials and supplies will be provided by the Park Services Division – Aquatics.

Justification: Shawnee County and the City of Rossville entered into agreement C372-2008 the 18<sup>th</sup> of December 2008 for a long term partnership of managing and operating the Rossville Pool. Parks + Recreation Aquatics staff manages the facility and pool operations throughout the summer months. A suspected issue was brought to our attention by the City of Rossville in late July of 2019 after assessing utility bills. Action is being taken to identify the source along with possible solutions after American Leak Detection provides their services. Both parties will collaborate on a future plan of action once details are known.

TLL/blt  
RL  
Attachment



**parks.snco.us**



**AMERICAN  
 LEAK  
 DETECTION**

THE ORIGINAL LEAK SPECIALISTS™

Standard  
 Work Authorization  
 PHONE 918-298-5325 TOLL FREE (888) 571-5325  
 FAX (918) 298-5329

<b>Customer Name</b>	Rossville Community Swimming Pool
<b>Job Location</b>	714 Main St Rossville, KS 66605
<b>Work Description</b>	Pool Detection
<b>Estimate</b>	\$645.00 minimum 1st hour and \$180.00 each add'l hour (plus materials & equipment)

American Leak Detection makes every effort to accurately locate your leak(s) and ensure your complete satisfaction. However, the detection of hidden leaks is not an exact science and consequently, there are occasional risks due to numerous factors, known and unknown, that can cause a leak to be identified incorrectly. For this reason, we have established the guarantee and disclaimers as described below. All customers must sign this Standard Work Authorization form prior to start of work.

Some or all of the steps listed below are necessary to perform your leak detection or repair service:

**GENERAL:** To properly perform sewer video inspections, or leak detection on plumbing, swimming pools/spas, we may need to disconnect, turn off/on, or remove commodes, icemakers, supply line valves, water heaters, etc. In some cases, these items have not been used or manipulated in some time and may break and/or begin to leak. Also, in order for us to find or confirm some leaks it may be necessary to cut sheetrock, pull back carpeting, etc. ALD is not responsible for damage, stretching carpet or replacing sheetrock.

**SEWER LINES:** To test sewer/drain lines, various equipment is inserted into the line to track the location of the lines and identify any leaks that may exist thereon. This equipment may include a video camera, inflatable test balls, and line tracing devices. Should this equipment become lodged in a line it may require excavation of the line to retrieve the equipment. In order for us to test sewer and waste lines, the cleanout on the main line must be accessible to the technician and his equipment.

**ALL WORK IS GUARANTEED FOR 30 DAYS FROM THE DATE OF ORIGINAL DETECTION.** In most cases, only one leak can be located on a plumbing line at a time. Therefore, it is very important that the line is re-tested after initial repair is completed. When ALD performs a plumbing repair the line is re-tested to verify that the leak is properly repaired and that no other leak(s) exist. If another leak does exist, ALD can proceed with another leak detection at our standard hourly rate.

Most leaks will be located within several inches of their exact location, but this can vary to within several feet, depending on soil conditions, construction methods, and other factors, known and unknown. If repairs are performed by anyone other than ALD and the leak is not located within a radius of 5 feet of the original identified point, ALD must be notified immediately. If ALD is notified that a problem still exists, ALD will retest the system or refund the leak detection fee (at our sole option).

ALD will not be responsible for any repair completed by others, and accepts no liability, financial or otherwise, for any consequential losses arising from the inaccurate location of leaks in excess of the fee paid. ALD will not be responsible for any unavoidable or necessary collateral damage to property such as commodes and their components, ice makers, shut-off valves, water heaters, sheetrock, carpeting, etc. ALD may or may not repair this damage, but assumes no responsibility for the cost thereof. ALD will not be responsible for any damage to landscaping that must be removed or cut away in order to access a pipe to perform a test or repair. ALD will not be responsible for any damage to underground pipes or utilities that are unmarked.

**NOTICE TO OWNER**

You are hereby notified that any person performing labor on your property or furnishing materials for the construction, repair, or improvement of your property will be entitled to a lien against your property if he is not paid in full, even though you may have paid the full contract price to your contractor. This could result in your paying for labor and materials twice. This lien can be enforced by the sale of your property. To avoid this result, you may demand from your contractor lien waivers from all persons performing labor or furnishing materials for the work on your property. You may withhold payment to the contractor in the amount of any unpaid claims for labor or materials. You also have the right to demand from your contractor a complete list of all laborers and material suppliers under your contract, and the right to determine from them if they have been paid for labor performed and materials furnished.

*I have read and understand the conditions applicable to the work to be performed. I hereby authorize American Leak Detection to complete the above-described work, and agree to the terms as described above. I agree to pay for services upon completion of work.*

-  -  -  Expiration Date  /  Security Code

**Official Seal**

Customer Signature	Date
--------------------	------

We accept payment by cash, check, or credit card. Please make checks payable to American Leak Detection.

Approved as to Legality  
 and Form: Date 9-4-19  
JCO  
 ASST. CO. COUNSELOR

F3.

Shawnee County  
**parks+**  
**recreation**

September 30, 2019

TO: Board of Commissioners  
Shawnee County

FROM: Tim L. Laurent, Director  
Parks + Recreation *TL*

RE: Quickscores Agreement – Support Software  
Park Services Division - Sports

Purpose: Board of Commissioners approval and execution on the attached agreement with Quickscores LLC and Shawnee County Parks + Recreation for sports scheduling software. Previous requests and subsequent agreements started in 2013 and again in 2016. This ensures services will continue starting on January 1, 2020. SCP+R utilizes Quickscores for the youth and adult sports scheduling software which will maintain familiarity for user groups, umpires, staff and visitors/fans. Funding \$5,500 is provided by the Park Services Division Operating Budget.

Justification: Agreement C324-2016 is set to expire at the end of December and signing a new three (3) year term will allow staff and user groups to continue utilizing the software as it provides a variety of benefits and options as noted below:

- a) Web based and/or mobile app for user groups, umpires, staff, parents, site visitors
- b) Software and technical support 24 hours per day
- c) Text, email and website communication features including hotline updates
- d) Scheduling software for leagues, tournaments, games, rentals, clinics, maintenance
- e) Serves as an online resource for sports information, policies and procedures

Parents, participants and visitors can find team, coach or facility information, communicate with each other by visiting team pages and most importantly keep up to date on schedules as over 584,810 visitors have viewed the home site over the past five (5) years. Information Technology supports such purchase as it helps reduce any financial or staff burden of developing, maintaining and providing another type of software or servers to the department and our related associations.

TLL/blt  
RL  
Attachment(s)



**parks.snco.us**

**Agreement Between**  
**Shawnee County Parks and Recreation**  
**and QuickScores LLC**

This Agreement establishes the terms under which Customer (Shawnee County Parks and Recreation) may use and have access to the services described below (collectively, the "Services") that are provided by QuickScores LLC. By agreeing below, Customer agrees to be bound by the terms and conditions of this Agreement as of the Start Date.

**Provider:**

<b>Company:</b>	QuickScores LLC
<b>Address:</b>	1501 Montclair Drive, Richardson, TX 75081
<b>Contact</b>	Tim Quilici, President
<b>Phone:</b>	214-450-3079
<b>Email:</b>	tim@quickscores.com

**Customer:**

<b>Contact:</b>	Darren Tolin
<b>Organization:</b>	Shawnee County KS Parks and Recreation
<b>Address:</b>	200 SE 7 <sup>th</sup> Street, Topeka, KS 66603
<b>Phone:</b>	785-251-2972
<b>Email:</b>	darren.tolin@snco.us

**Summary of Terms:**

<b>Services:</b>	QuickScores will provide the technical infrastructure and web-based software necessary to generate sports team schedules and provide web hosting for the Shawnee County Parks and Recreation sports organization. This agreement will allow the creation of schedules for as many teams as desired at no additional fee. All features for sports team scheduling and website maintenance will be available. This contract does not include the Online Registration services nor the Officials Scheduling services.
<b>Enhancements:</b>	Any new features created for the general user base will be available as they are introduced at no additional charge.
<b>Training:</b>	Training via phone or email will be available as needed at no additional charge.
<b>Fees:</b>	The fee for unlimited scheduling and website services is normally \$5,500 per calendar year, paid in advance. For a 3-year commitment, the cumulative payments are discounted 10%. An additional fee will apply if Officials Scheduling and/or Online Registration are added at a future date.
<b>Term/Renewal:</b>	The initial term will be for three years starting on January 1, 2020 and ending on December 31, 2022. A payment of \$5,500 will be due on January 1, 2020, a payment of \$5,000 will be due on January 1, 2021, and a payment of \$4,350 will be due on January 1, 2022.  Unless a new multi-year contract is negotiated before January 1, 2022, this unlimited-scheduling contract will automatically renew on an annual basis at the undiscounted single-year pricing in effect at that time.

**TERMS AND CONDITIONS**

## **1. Definitions.**

**1.1 "Software"** means the software, or any part of it, described as part of the Services, as such software exists on the Start Date, and includes any upgrades, enhancements, modifications or fixes thereto.

**1.2 "Confidential Information"** means all technical information, know-how, financial information and other commercially valuable or sensitive information of whatever description, which a party regards as confidential, proprietary, or of a commercially sensitive nature. With respect to QuickScores, Confidential Information shall also include the Technology and the Documentation. With respect to Customer, Confidential Information shall also include the Customer Data, but shall not include Non-Personally Identifiable Information. Confidential Information excludes information which: (a) is lawfully in the public domain before its disclosure hereunder or enters the public domain afterwards through a disclosure not prohibited by this Agreement; (b) becomes available to the receiving party from someone lawfully in possession of it who lawfully discloses it on a non-confidential basis; or (c) is rightfully known by the receiving party before disclosure to it.

**1.3 "Customer Data"** means any data uploaded or entered into the Software by the Customer or its Participants in the course of using the Services; provided, however, that if a Participant gives its express written permission to QuickScores that data uploaded or entered by such Participant may be used by QuickScores in a manner that diverges from the provisions hereof regarding the treatment of Customer Data, then such data shall not be considered Customer Data hereunder.

**1.4 "Documentation"** means any reference manuals, user help guides or other materials provided by QuickScores to assist the Customer in the use of the Services.

**1.5 "Intellectual Property Rights"** means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.

**1.6 "Participant"** means Customer's end-customers, members, participants, volunteers, sponsors, athletes, ambassadors, registrants or any other individual participating in events for whom the Software is used to schedule, record standings or communicate information.

**1.7 "Technology"** means the Software and other technology used by or on behalf of QuickScores to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Data or Non-Personally Identifiable Information.

## **2. Services**

**2.1 Basic Right to Services.** Subject to the terms of this Agreement, QuickScores hereby agrees to provide the Services and hereby grants to Customer and its Participants a non-exclusive, limited, personal right to access and use the Services solely in connection with events promoted and sponsored by the Client.



The Customer will have the ability to schedule an unlimited number of teams, unrestricted usage of email and texting to team contacts and the ability to communicate as desired through their QuickScores website.

**2.2 Standard Software Bug Fixes.** QuickScores will use its commercially reasonable efforts to remedy any failure of the Software, which causes the Software to be inoperable or to materially fail to perform as intended (each, an "Error"). Any Error resulting from Customer's negligence or Customer's or any Participant's use of the Software not in accordance with the Documentation (each, an "Outside Error") will not be considered an Error for which QuickScores will be responsible for any corrective efforts; notwithstanding the foregoing, with respect to Outside Errors, the Customer may request that QuickScores attempt to remedy such Outside Error. In the event of an Error whereby the Software or Services are, on a systemic level, unavailable or inoperable (each, a "Critical Error"), QuickScores will use its commercially reasonable efforts to remedy such Critical Error immediately and will diligently and continuously pursue such remedy until cured. In the event of any other Error (each, a "Minor Error"), QuickScores will use its commercially reasonable efforts to remedy such Minor Error prior to the next scheduled upgrade of the Software.

**2.3 Upgrades.** QuickScores may, from time to time during the term of this Agreement, make, develop and release upgraded versions of the Software with enhancements in features, performance or functionality and releases of the Software containing bug fixes, error corrections and minor enhancements of and to the Software (collectively, "Upgrades"). QuickScores will make available to Customer, without charge, all Upgrades that QuickScores makes generally available to other customers. QuickScores will provide the Customer with updated Documentation if QuickScores decides it is necessary to do so.

**2.4 Training.** QuickScores shall provide training and trouble-shooting, in each case via telephone, on the use of the Software (collectively, "Training").

**2.5 Documentation.** QuickScores will provide Documentation to the Customer on use of the Software and will be available online. QuickScores may update or modify the Documentation by notice to the Customer from time to time.

**2.6 Relationship Manager.** QuickScores will nominate a qualified employee located in the United States to serve as the Relationship Manager in order to coordinate all aspects of the Services. The Relationship Manager will provide an initial response within one business day of any request for assistance by the Customer.

### **3. Use of Software; Intellectual Property**

**3.1 Certain Restrictions on Customer's Access; Ownership.** Customer acknowledges that the Services and Technology and their structure, organization, and underlying source code constitute valuable trade secrets of QuickScores. Customer will not, and will not permit any Participants or any other party to, (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services or Technology; (b) interfere in any manner with the operation or hosting of the Services or Technology or attempt to gain unauthorized access to the Services or any

other services offered by QuickScores; (c) sublicense or transfer any of its rights under this Agreement, including, without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or online Technology, or access thereto, to any third party (other than its Participants); (d) upload or enter any data using the Software that contains any virus or code intended or designed to permit access to the Software by any person not authorized by QuickScores; (e) upload any data using the Software that is offensive, indecent or objectionable; (f) directly or indirectly apply for, oppose, or dispute the validity of QuickScores' ownership of the Services and Technology; or (g) otherwise use the Services or Technology except as explicitly permitted by the Agreement. Customer will not, and will not permit any Participants or any other party to, copy or reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Software without the prior written permission of QuickScores. The Customer must (and will use its commercially reasonable efforts to ensure that its Participants) only use the Software according to the Documentation and in compliance with the law. Except as expressly set forth in this Agreement, Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any software or any Intellectual Property Rights therein or related thereto. QuickScores retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Services, Technology, and any other information or technology used or made available in connection with the Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. The QuickScores name, logo, and the product and service names associated with the Services are trademarks of QuickScores or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

**3.2 Necessary Equipment.** Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software, internet connections and other equipment as may be necessary for Customer and its Participants to connect to, access, and use the Services.

**3.3 Passwords and Account Security.** The Customer is responsible for: (a) keeping passwords associated with any account in relation to the Software provided to the Customer and its Participants confidential and secure; and (b) all activities that occur under that account.

**3.4 Customer Data.** QuickScores will use reasonable efforts to keep Customer Data secure. QuickScores will back up Customer Data periodically for the purposes of disaster recovery. If QuickScores' equipment fails or the data is corrupted, QuickScores will restore the Customer Data from QuickScores' last known good archive. The Customer must (and will ensure its Participants) retain a recent copy of its Customer Data at all times. QuickScores is not liable for any out-of-date, corrupt or defective data recovered from QuickScores' backups. To avoid doubt, the Customer's Intellectual Property Rights in the Customer Data are neither assigned nor transferred. The Customer grants QuickScores a non-exclusive license to use the Customer Data provided to it in order to provide the Services.

**3.5 Non-Personally Identifiable Information.** QuickScores will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from the performance, use, and operation of the Services and Software under this Agreement ("Non-Personally Identifiable Information"). All such Non-Personally Identifiable Information collected or generated by QuickScores will be solely owned by QuickScores and may be used by QuickScores for any lawful business purpose without a duty of accounting to Customer, provided that the Non-Personally

Identifiable Information is in an aggregated form that does not directly identify the Customer or Participants as the source thereof. The Customer will include on each of its web sites through which Participants may access the Services or Software a privacy policy substantially compliant with the terms of this Agreement and with all applicable laws, rules and regulations. The privacy policy will be sufficient for QuickScores to exercise its rights under this Agreement without breach of such privacy policy or of any applicable law, rule or regulation.

### **3.6 Maintenance.**

(a) Scheduled Maintenance. Customer acknowledges that QuickScores will from time to time need to perform maintenance on the Software and the hosting equipment. QuickScores will use reasonable efforts to perform all scheduled maintenance at times which will affect the least number of customers. If QuickScores' scheduled maintenance requires the Software to be offline for more than 30 minutes, QuickScores will use reasonable efforts to notify the Customer at least 48 hours before the maintenance.

(b) Unscheduled Maintenance. QuickScores may be required to perform unscheduled maintenance to rectify any urgent problems. If the maintenance to be performed by QuickScores is greater than 30 minutes, QuickScores will use reasonable efforts to notify the Customer as soon as the maintenance is completed unless otherwise agreed to.

## **4. Fees and Payment.**

**4.1 Fees.** The Customer will pay QuickScores a fee (specified on the first page of this contract) for usage and access to the website and software, for each year of the contract.

**4.2 Taxes.** The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges, and Customer will be solely responsible for payment of all such taxes (other than taxes based on QuickScores' income), fees, duties, and charges.

**4.5 Other Expenses.** The Customer will only pay for travel and associated expenses that are reasonably incurred by QuickScores and are pre-approved by the Customer. QuickScores will invoice such expenses at cost, which invoices shall be paid within 14 days of receipt.

## **5. Term; Suspension; Termination.**

**5.1 Term.** Unless sooner terminated as provided herein, this Agreement shall be for the number of years specified on the first page of this contract. Equal payments will be due at the beginning of each of the years.

Unless a new multi-year contract is negotiated before the end of the initial term, this unlimited-scheduling contract will automatically renew on an annual basis at the undiscounted single-year pricing in effect at that time.

**5.2 Suspension.** Without limiting its other rights and remedies, QuickScores may suspend availability of the Services (or any part of it) to the Customer if it is in breach of this Agreement. QuickScores is not required to refund any Fees paid or prepaid after such suspension.

**5.3 Termination.** Either party may terminate this Agreement if the other party breaches this Agreement and, if such breach is capable of being cured, such breach is not cured within 60 days after the breaching party is notified of such breach, provided that such breaching party is diligently and continuously pursuing such cure during such cure period. If the Customer terminates this Agreement because QuickScores is unable to perform the Services (or any part of them) in breach of this Agreement, QuickScores will provide any reasonable assistance the Customer requires to enable it and its Participants to continue to use the Services.

**5.4 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement: (a) all rights granted to Customer or Participants in this Agreement will immediately cease to exist; (b) QuickScores may promptly cease performing all Services; and (c) all access by Customer and any Participants to the Services will be immediately suspended. The provisions of Sections 3.1, 3.4, 5, 6, 7, 8 and 13 of this Agreement will survive termination or expiration of the Agreement for any reason.

## **6. Confidential Information.**

**6.1 Obligations.** Customer agrees to disclose to QuickScores only that portion of Customer's Confidential Information that is reasonably necessary to enable QuickScores to provide the Services, and QuickScores agrees to disclose to Customer only that Confidential Information of QuickScores that is reasonably necessary to enable Customer to receive the Services. The party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the provision and receipt of Services under this Agreement. Further, the Receiving Party will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party shall notify the Disclosing Party as soon as it finds out about any suspected or actual unauthorized use or disclosure of Confidential Information of the Disclosing Party, which notification shall not limit any liability for the Receiving Party's breach of this Agreement, if any. Notwithstanding anything to the contrary herein, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (a) approved in writing by the Disclosing Party; (b) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (c) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. QuickScores may with the Customer's approval (which will not be unreasonably withheld), and subject to its confidentiality obligations under this Agreement, publicize that the Customer is a customer of QuickScores and

information relating to the Services performed for the Customer, as well as use Customer's name and logo in QuickScores advertising, provided that QuickScores follows any brand standards relating to Customer's name and logo provided by Customer.

**6.2 Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this subsection. Notwithstanding anything else herein to the contrary, QuickScores may retain a copy of the Customer's Confidential Information provided to it for internal quality assurance purposes only. The Customer acknowledges that QuickScores has no obligation to keep a copy of the Customer's Confidential Information, including Customer Data, for more than 14 days after the termination or expiration of this Agreement unless otherwise agreed.

## **7. Disclaimers; Limitation on Liability.**

**7.1 Disclaimer.** QUICKSCORES PROVIDES THE SERVICES AND SOFTWARE "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES AND SOFTWARE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, QUICKSCORES DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES OR SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

**7.2 Limitation on Liability.** THE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL NOT EXCEED THE FEES ACTUALLY PAID TO QUICKSCORES OR EARNED BY QUICKSCORES HEREUNDER.

**7.3 Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, QUICKSCORES'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **8. Indemnification.**

**8.1 By QuickScores.** QuickScores will indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Customer based on:

(a) any third party claim that authorized use of the Services and Software by Customer infringes any Intellectual Property Rights of such third party; or (b) any breach of this Agreement by QuickScores. QuickScores' obligation will not extend to a claim arising from any: (a) additions, changes or modifications to the Services or Software by or on behalf of Customer; (b) use or incorporation of the Services or Software or any component thereof with or into any other service, product or process; (c) Customer Data; (d) Customer or Participant error or negligence, use of the Software not according to the Documentation or Training or use of the Services or Software other than as permitted by this Agreement or applicable law; or (e) errors or problems outside of the Software, including other systems (such as software, hardware, telecommunications, internet connection, and power failures). Should the Services or Software become, or in QuickScores' opinion be likely to become, the subject of any such suit or action for infringement or if Customer is enjoined from using the Services or Software, then QuickScores will, at QuickScores' option and expense: (i) procure for Customer the right to continue using the Services and Software; or (ii) replace or modify such Services and Software so that they become non-infringing; or (iii) terminate the Agreement and refund any moneys prepaid by Customer to QuickScores for Services that have not been performed. This subsection states QuickScores' entire liability for infringement claims relating to the Services and Software.

**8.2 By Customer.** Customer will indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by QuickScores based on any claims, allegations or lawsuits that may be made or filed against QuickScores by any person: (a) as a direct or indirect result of any use by Customer or any Participant of the Services or Software, excluding claims for which QuickScores is liable to indemnify Customer under this Agreement; (b) as a direct or indirect result of any act or omission of Customer or any Participant, including, without limitation, Customer's failure to hold any scheduled Event for which Participants have registered; (c) that use by QuickScores under this Agreement of Customer Data infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party; or (d) as a result of any breach of this Agreement by Customer; provided, however, that Customer shall not be liable for any loss, liability, damage, cost or expense that was caused by QuickScores' grossly negligent or unlawful act or omission or breach of this Agreement.

**8.3 Procedure.** The indemnifying party's indemnification obligations hereunder are conditioned upon the indemnified party: (a) giving prompt notice of the claim to the indemnifying party; (b) granting sole control of the defense or settlement of the claim or action to the indemnifying party (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or, result in any ongoing material liability to the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim. In any event, the indemnified party will have the option of participating in the defense at its own expense.

**9. Relationship.** No agency, partnership, or joint venture is created by this Agreement. The parties are and remain at all times independent contractors and not agents or employees of the other party. Neither party has the authority to act for, bind, or incur any debts or liabilities on behalf of, the other party in any respect whatsoever.

**10. Force Majeure.** QuickScores will be excused from performance under this Agreement for any period and to the extent that it is prevented from performing pursuant hereto, in whole or in part, as a

result of delays caused by Customer or third parties or an act of God, war, civil disturbance, court order, labor dispute or other cause beyond QuickScores' reasonable control, including without limitation failures or fluctuations in electrical equipment. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. QuickScores is not responsible for any delays, failures, or other damage resulting from such problems. The Customer acknowledges that the Services may be affected by numerous factors outside of QuickScores' control.

**11. Interpretation.** In this Agreement, unless the contrary intention appears: (a) a reference to a document includes any variation or replacement of it; (b) a person includes a partnership, corporation, limited liability company, unincorporated association or other similar entity; (c) a party includes its executors, administrators, successors and permitted assigns; (d) dollars or \$ is a reference to the currency of the United States; (e) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and if an act must be done on a given day which is not a business day, it must be done instead on the next business day; (f) the words 'include', 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the words to the example or examples of a similar kind; and (g) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for drafting it or this Agreement.

**12. General Terms.** If any provision of this Agreement is held invalid, illegal, or unenforceable, including without limitation as a result of unconscionability or inconsistency with public policy, provision will be construed so as to come as close as possible to its intended meaning, and the validity, legality, or enforceability of the remaining provisions will in no way be impaired. Under no circumstances will the preprinted terms of any purchase order or any other terms apply to this Agreement. Neither this Agreement nor any rights or obligations hereunder may be assigned by Customer (in whole or in part and including by sale, merger or operation of law) without the prior written approval of QuickScores. QuickScores may assign this Agreement to any party that assumes QuickScores' obligations hereunder. Any assignment in violation of the foregoing will be null and void. No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless made in writing and signed by authorized representatives of both parties and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either of the parties in exercising any right will operate as a waiver, nor will any single or partial exercise by either of the parties of any right preclude any other or further exercise thereof or the exercise of any other right. All notices, consents and approvals under this Agreement must be delivered in writing by overnight delivery with a tracking system, personal delivery, or certified mail, postage pre-paid, to the other party at its address set forth above or at such other address as may be later designated by such party. Notices will be deemed to have been received upon the date of receipt or, in the case of certified mailing, 2 days after deposit in the mail. This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding between the parties. This Agreement may not be amended or modified in any way, nor may noncompliance with its terms be waived, except pursuant to a written instrument signed by both parties. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of law principles. All disputes arising under this Agreement must be brought in the state and federal courts located in Dallas, Texas, as permitted by law. Each party irrevocably consents to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

Agreed to by:  
Shawnee County Parks and Recreation

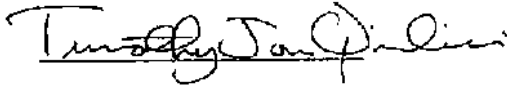
\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date


QuickScores LLC



Timothy Jon Quilici, President

August 6, 2019

\_\_\_\_\_  
Date

Approved as to Legality  
and Form: Date 8-6-19  
  
ASST. CO. COUNSELOR



ATTACHMENT TO  
SHAWNEE COUNTY CONTRACT C. 353-2019

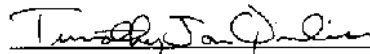
**CONTRACTUAL PROVISIONS ATTACHMENT**

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.
4. **DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

6. **ACCEPTANCE OF CONTRACT.** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.
7. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT.** By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **INSURANCE.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.
11. **AUTOMATED CLEARING HOUSE (ACH).** Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

**VENDOR/CONTRACTOR:**

  
By: Timothy J. Gofredi

QuickScores LLC President

Title:

August 6, 2019

Date:

**BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS**

\_\_\_\_\_, Chair

Date:

**ATTEST:**

\_\_\_\_\_  
Cynthia A. Beck, Shawnee County Clerk

F4.

Shawnee County  
**parks + recreation**

September 3, 2019

TO: Board of Commissioners  
Shawnee County

FROM: Tim L. Laurent, Director *TL*  
Parks + Recreation

RE: Healthy Play Initiative Gametime Grant  
Park Planning and Development Division

Purpose: Board of Commissioners consideration and approval for Shawnee County Parks + Recreation (SCP+R) to apply for a Healthy Play Initiative GameTime Grant through a currently utilized Collaborative Purchasing Program in which Shawnee County is a member. SCP+R will apply for the grant to be utilized for composite play structures to be placed in the following parks: Austin, Collins, Eastgate, Eastborough, Hughes, Major Palm, Meadowood, Willow, Santa Fe, Cushinberry, and Central Park. Funding in the amount of \$290,000 will be provided by the Excess Reserve Fund with the intent to obtain a 100% grant match for composite structures totaling \$240,000 and additional ancillary equipment in the amount of \$50,000 distributed amongst parks meeting such needs which will total \$580,000 and make a substantial impact. Installation and shipping estimated at \$198,326.50 is provided through Capital Maintenance (3R) Funding.

Justification: The parks contain playgrounds which have outlived their useful lifespan thus making it necessary to replace structures to help encourage park visitation and enhance user experiences.

The contracted vendor in the Omnia Partners, Public Sector collaborative purchasing program is GameTime, a Playcore Company, and there is no cost or fees to participate. In speaking with a GameTime representative, SCP+R meets the minimum qualifications for matching of funding if composite structures are selected. The grant does not cover freight, installation and ancillary (stand alone) components. These costs to be funded with Capital Maintenance (3R) Funds. Deadline for grant consideration is October 31, 2019.



**parks.snco.us**

SCP+R serves the local metropolitan area of over 230,000 in and around Topeka, Kansas. These playground and component requests are included in our planned revitalization of several area parks. A goal is to promote and invite youth and families back into the parks and encourage play for a healthier community. The component designs will include the six play elements of balancing, spinning, brachiating, sliding, climbing and swinging. We understand all ages benefit from play which includes problem solving, skill development, social interaction and physical activity so our intentions are to maximize the potential impact through the grant match. Parks + Recreation is committed to improving an aging park infrastructure by providing new park features and this grant will help tremendously that endeavor.

TLL/blt

JB

Attachment(s)

# 2019 Playground Grant Application

1-800-235-2440  
www.gametime.com



Scan and email your application to [grant@gametime.com](mailto:grant@gametime.com) or fax your completed application to 423-648-5902

## Instructions

Read carefully

Please complete the appropriate sections of the application form. Once completed, validate the information by means of the project administrator's signature. Immediately return the completed and signed application form to your GameTime representative.

## Project Info

List contact info and address of your project

Project Name: Shawnee County Parks + Recreation Type: Play  
Address: 3137 SE 29th Street  
City: Topoka State: KS Zip: 66605  
Contact Person: John Boyd Title: Planning Director  
Phone: 785-251-6814 Fax: \_\_\_\_\_ E-mail: john.boyd@sccs.us

## Background

Please provide a description of your organization, its goals, and why it should be considered for a grant.

Shawnee County Parks + Recreation serves a metropolitan area of over 250,000 in and around Topoka, KS. These playground requests are included in our revitalization of several area parks. Promoting parks and PLAY is our goal and obtaining such a grant will make a significant impact to adding park playgrounds. We hope to include the six play elements.

## Site Info

List specific info about the area in which the play equipment will be located

Number of players: \_\_\_\_\_ Age range: \_\_\_\_\_ Total play area size: \_\_\_\_\_ Is the site level?: \_\_\_\_\_  
Special site conditions: (utilities, retaining walls, soil conditions, excessive slope, concrete slab, etc.)  
Discussed sites, needs with Justin Long, GameTime representative. Topics included were ages, play areas, installation, site specifics, etc.

## Budget Info

List your actual contribution to the play equipment purchase only.

Dollar amount you want GameTime to match: \$240,000.00

## Equipment Choices

Consult your GameTime catalog for complete product information and model numbers.

## Equipment Selection:

2019 Catalog model #: \_\_\_\_\_

## Find a unit with these play events:

Prefer those with six play elements as discussed. Promote healthy lifestyles, inclusion, intergenerational, Play On

## Rules & Limitations

Read carefully

## Grant Rules and Limitations:

GameTime grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2019 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$90,000 and payment in full must accompany your order. For play systems that require credit terms or for systems with a list price of less than \$90,000, GameTime playground grants are available with matching funds ranging between 40-70%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScapa®, PrimeTime®, Xscape® and IONIX® systems only. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. Orders accepted by GameTime must ship by December 31, 2019. This offer expires October 30, 2019.

ASST. CO. COUNSELOR  
Approved as to Legality  
and Form: Date: \_\_\_\_\_

## Authorization Signature


Project administrator's signature


Authorized Signature: \_\_\_\_\_


Date: \_\_\_\_\_


Name (please print): \_\_\_\_\_


Title: \_\_\_\_\_

 = Healthy Play Initiative Grant (2020)

 = improvements, <sup>planned</sup> underway 2019-2020

 = completed / underway 2018-2020

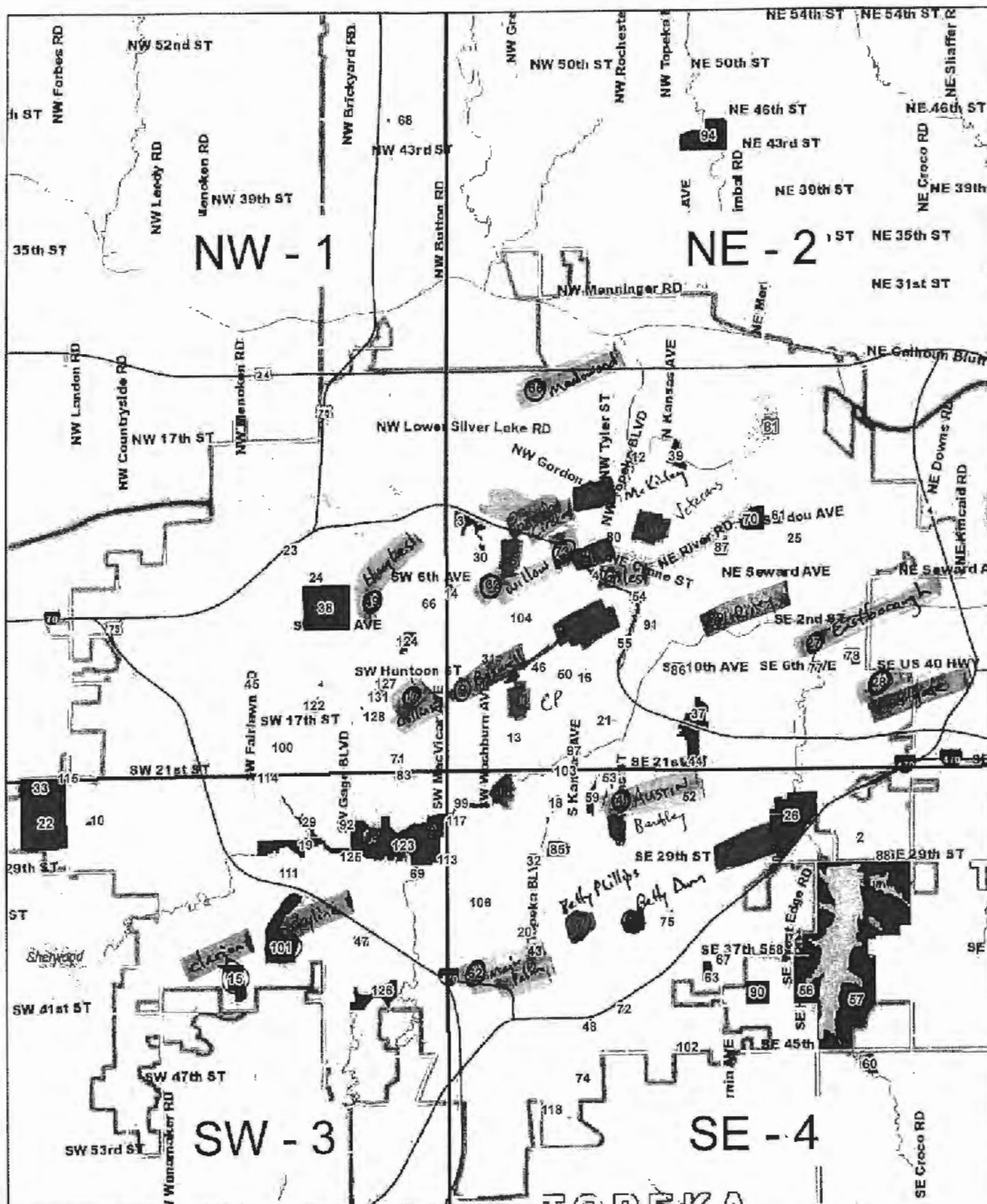
 = done / wait and focus on bringing the rest of the system into compliance

 = Potential

2020 List <sup>of</sup> Crestview / Felkar  
Welton Grove - Play Trail  
Horne  
Sherwood

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~



**SNP+R Map Book Index**  
 99 - Number refers to Map Book Page Number  
 Date: 2/21/2017

TOPEKA  
 Shawnee County  
**parks + recreation**  
*Meet you there!* SNCO GIS

**PROJECT BUDGET**

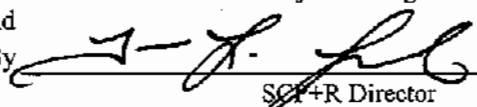
Project Name	Play Structure Replacements	3R Component	Parks and Playgrounds
Project Manager	John Boyd	Project #	
Location:	Play Structure Replacements	Quadrant	1 2 3 4
Timeline:	Winter 2019 / Spring 2020		

**Attach a detailed description of the project and corresponding documents. This project budget documents the estimated costs and funding source(s). The project manager will assume ownership of the budget for the entire project.**

Project Work Element(s)  Professional services; equipment; furnishings and all other itemized costs.	Estimated Project Cost	Funding Source(s)				
		Excess Reserve Funds(approved 9/20/18)	Grant Funds	Cap Maint (3R Funds) *Ancillary Equip	Cap Maint (3R Funds) Installation	Cap Maint (3R Funds) Shipping
Play Structure Replacement COLLINS 2-5 yr	\$ 55,000.00	\$ 40,000.00	\$ 15,000.00			
Installation/Shipping	\$ 17,900.00				\$ 15,400.00	\$ 2,500.00
Play Structure Replacement HUGHES Inclusive	\$ 85,000.00	\$ 45,000.00	\$ 40,000.00		\$ -	
Installation/Shipping	\$ 26,300.00				\$ 23,800.00	\$ 2,500.00
Play Structure Replacement EASTBOROUGH 2-5 yr	\$ 50,000.00	\$ 40,000.00	\$ 10,000.00			
Installation/Shipping	\$ 16,500.00				\$ 14,000.00	\$ 2,500.00
Play Structure Replacement EASTGATE 2-12 yr	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00			
Installation/Shipping	\$ 13,700.00				\$ 11,200.00	\$ 2,500.00
Play Structure Replacement MEADOWOOD 2-12 yr	\$ 50,000.00	\$ 40,000.00	\$ 10,000.00			
Installation/Shipping	\$ 16,500.00				\$ 14,000.00	\$ 2,500.00
Play Structure Replacement WILLOW 2-5 yr	\$ 35,000.00	\$ 20,000.00	\$ 15,000.00			
Installation/Shipping	\$ 12,300.00				\$ 9,800.00	\$ 2,500.00
Play Structure Replacement AUSTIN 2-5 yr	\$ 50,000.00	\$ 40,000.00	\$ 10,000.00			
Installation/Shipping	\$ 16,500.00				\$ 14,000.00	\$ 2,500.00
Play Structure Replacement MAJOR PALM 2-12 yr	\$ 75,000.00	\$ 45,000.00	\$ 30,000.00			
Installation/Shipping	\$ 23,500.00				\$ 21,000.00	\$ 2,500.00
Play Structure Replacement Cushinberry 2-5 yr	\$ 25,000.00		\$ 25,000.00			
Installation/Shipping	\$ 9,500.00				\$ 7,000.00	\$ 2,500.00
Play Structure Replacement Santa Fe 2-5 yr	\$ 25,000.00	\$ -	\$ 25,000.00			
Installation/Shipping	\$ 9,500.00				\$ 7,000.00	\$ 2,500.00
Play Structure Replacement Central Park 2-12 yr	\$ 40,000.00	\$ -	\$ 40,000.00			
Installation/Shipping	\$ 13,700.00				\$ 11,200.00	\$ 2,500.00
Single Play Components* (non composite items)	\$ 50,000.00		\$ -	\$ 50,000.00		
Installation/Shipping	\$ 16,500.00				\$ 14,000.00	\$ 2,500.00
Administrative Fee	\$ 150.00		\$ -		\$ 150.00	
Contingency: 3%	\$ 5,776.50		\$ -		\$ 4,876.50	\$ 900.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 778,326.50</b>	<b>\$ 290,000.00</b>	<b>\$ 240,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 167,426.50</b>	<b>\$ 30,900.00</b>

Prepared By John Boyd  
Project Manager

Date: 9/9/2019

Reviewed and Approved By   
SCA+R Director

Date: 9/17/19



**Public Health**  
Prevent. Promote. Protect.

Shawnee County Health Department

Shawnee County Health Department  
Linda K. Ochs, Director  
2600 SW East Circle Dr., Topeka, KS 66606  
Ph. 785.251.5600 | Fax 785.251.5696  
[www.shawneehealth.org](http://www.shawneehealth.org)

571

September 23, 2019

TO: Board of County Commissioners  
of the County of Shawnee, Kansas

FROM: Linda K. Ochs, Director *LKO*

RE: Approval to Create and Fill an Intermittent Advanced Practice Registered Nurse  
position for the Family Planning program

**Action requested: Approval to create and fill an Intermittent Advanced Practice Registered Nurse position for the Family Planning program at an annual salary and benefits of \$51,151.**

To continue improving the health of our community, the Shawnee County Health Department (SCHD) requests to create and fill an intermittent Advanced Practice Registered Nurse (APRN) position for the Family Planning program. Multiple community partners have expressed a desire for SCHD to offer Family Planning services in order to fill gaps in services within the county.

This APRN will be responsible for providing direct patient care, completing required documentation for medical records, program accountability, and reimbursement, and coordinating care with other SCHD programs and community resources.

The annual salary and benefits for this position are calculated at \$51,151. The salary and benefits for this position will be paid with grant funding from the SFY 2020 Aid to Local grant from the Kansas Department of Health and Environment.

This request has been reviewed with Shawnee County Human Resources.

Intermittent	Professional	\$44.45/hr x 1040 hrs = \$46,228
Benefits		\$4,923
<b>TOTAL</b>		<b>\$51,151</b>

**Effective Date:** To be determined based on approval of this request  
**Department Name:** Shawnee County Health Department  
**Pay Class:** 120  
**PCN:** To be determined based on approval of this request  
**Job Title:** Intermittent Advanced Practice Registered Nurse  
**Job Code:** 99404  
**Division:** LHD



**Check Distribution:** HA16  
**Calendar:** Hourly  
**FTE Amount:** 1.0  
**Salary Index Key:** 999/NA/MN  
**Wage:** \$44.45 per hour  
**Anniversary Date:** N/A  
**Annual Leave Accumulation:** N/A

LKO/jmp

C: Betty Greiner, Director of Administrative Services  
Angela Lewis, Shawnee County Human Resources Director  
Edith Gaines, Finance Officer  
Carrie Delfs, Clinical Services Division Manager



**Public Health**  
Prevent. Promote. Protect.

Shawnee County Health Department

Shawnee County Health Department  
Linda K. Ochs, Director  
2600 SW East Circle Dr., Topeka, KS 66606  
Ph. 785.251.5600 | Fax 785.251.5696  
[www.shawneehealth.org](http://www.shawneehealth.org)

G 2.

September 27, 2019

TO: Board of County Commissioners  
of the County of Shawnee, Kansas

FROM: Linda K. Ochs, Director *LKO*

RE: Kansas Department of Health and Environment Tuberculosis Control Program  
Agreement

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**Action requested:** Approval to renew the contract between the Kansas Department of Health and Environment (KDHE) and the Shawnee County Health Department (SCHD) which will provide \$3,000.00 to help control tuberculosis (TB) in Shawnee County for the contract period of July 1, 2019 through June 30, 2020.

This contract renewal will allow KDHE to provide SCHD with \$3,000.00 to help offset the use of local funds in the prevention and control of TB, including direct observational therapy for active TB patients, skin testing, case management, evaluation with a local physician and State TB program, and disease contact investigations with electronic charting. The award amount is based on the number of active cases each year averaged over a 5-year period and is a standard formula used by the KDHE Tuberculosis Control Program.

The patients for whom we use this money benefit in a number of ways, not the least of which is receiving medical services which they may not have been able to afford. Also, we occasionally have to isolate some of our patients to keep them from exposing others. These funds allow us to provide them food and necessities during that time when they are not able to work.

LKO/jmp  
Attachment

C: Betty Greiner, Director of Administrative Services  
Carric Delfs, Clinical Services Division Manager  
Edith Gaines, Finance Officer

AGREEMENT  
For  
FUNDING OF  
INDIGENT CARE  
TUBERCULOSIS CONTROL PROGRAM ACTIVITIES

1. Parties to Agreement:
  - 1.1. Kansas Department of Health and Environment [KDHE]
  - 1.2. Shawnee County Health Department [Local Agency]
2. Program: Tuberculosis Control Program
3. Duration: July 1, 2019 through June 30, 2020
4. Amount: Not to exceed \$3,000.00
5. Purpose of Agreement: KDHE intends to provide funding to the Shawnee County Health Agency for the purpose of financing expenses related to the Local Agency's Tuberculosis Control Program so as to enable the Local Agency to provide expanded TB services for people receiving TB diagnostics, evaluation and treatment for Public Health purposes. TB related services for diagnosis and/or treatment may include chest x-rays, laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT).

Terms and Conditions

6. This Agreement shall become effective as of July 1, 2019, and shall continue through June 30, 2020.
7. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]) and Appendix B, (Whistleblower and Debarment Certification) are hereby incorporated in this Agreement and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Agreement.
8. The provisions, conditions, and terms of this Agreement shall include all of the terms and conditions of any attachment specifically referenced herein.
9. This Agreement, including attachments, may be modified as necessary, provided that such modifications are in writing and executed with the same formality as this Agreement.
10. KDHE shall reimburse Local Agency its actual expenditures not to exceed Three Thousand Dollars (\$3,000.00) for the term of this Agreement upon receipt and approval of quarterly affidavits of expenditure. Payments pursuant to this Agreement are contingent upon appropriation of funds.
11. Local Agency shall:
  - 11.1. Provide expanded TB services for people receiving TB diagnostics, evaluation and treatment for Public Health purposes. TB related services for diagnosis and/or treatment may include chest x-rays,

laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT).

- 11.2. Ensure TB Nurses actively participate in Cohort Review.
- 11.3. Submit TB Medication orders to the state TB Program at least every two weeks.
- 11.4. Enter into agreements for laboratory and radiology services at discounted rates not more than 10% over current Medicaid reimbursement rates unless the services are provided directly by the Local Agency. These discounted rates shall be presented to the KDHE within 30 days of the signing of this Agreement for approval.
- 11.5. Not subcontract any work under the Agreement without the express, written approval of KDHE prior to the entering into said subcontracts. Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this Agreement shall apply without qualification to each subcontractor of Local Agency.
- 11.6. Establish and maintain an accounting system that conforms to generally accepted accounting principles for recording and reporting receipts, obligations, and disbursements of Agreement funds including income derived from said funds.
- 11.7. Maintain payroll records supported by time and attendance records for individual employees. Salaries and wages of employees chargeable to more than one program or cost objective shall be supported by time, distribution and attendance records.
- 11.8. Conduct a program audit in accordance with the Federal Single Audit Act of 1984, as amended, and OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200], or if not required by OMB to complete a program audit, a comparable fiscal report and submit one complete copy of the program audit or comparable fiscal report to the KDHE within 12 months after the end of the Local Agency's fiscal year.
- 11.9. Ensure access, upon written request, to the Secretary of the KDHE (Secretary) or the Secretary's designee.
- 11.10. Hold as confidential all personal client information obtained or received from recipients of services under this Agreement and further agrees not to disclose client information except in statistical, summary or other forms that do not identify individual clients or upon request of the Secretary, Kansas Department of Legislative Post Audit, Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives. An exception will be made upon submission of a signed release of information.
- 11.11. Not use KDHE grant funds to supplant other Local Agency funds for Tuberculosis Control.
- 11.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of \$250.
- 11.13. Submit to the KDHE quarterly Program/Fiscal Reports, consisting of a Tuberculosis Indigent Services Agreement Reporting Form (Appendix C) and a Tuberculosis Program Progress Report (Appendix D) within 15 days after the end of each quarter (October 15, 2019, January 15, 2020, March 15, 2020 and July 15, 2020). The reports will provide fiscal data and describe services provided for the preceding quarter. An amendment to the July 15, 2020 report will be accepted within 45 days of that report (no later than August 31, 2020). Late filing of Certified Expenditure Affidavits will be subject to the following:

Days after due date	Paid at % of actual expenditure
1 - 5 days	100%
6 - 10 days	90%
11 - 20 days	80%
Greater than 20 days	50%

In the event penalties are assessed, the lost revenue shall not be distributed at a later date.

- 11.14. Return to KDHE within 60 days of the end of the term of this Agreement all unexpended funds.
- 11.15. Not charge for services rendered by employees of the State of Kansas, or employees of the Local Agency who are paid through a separate agreement or grant between the Local Agency and the KDHE.
- 12. Payment may be denied if required Program/Fiscal Reports are not on file for previous quarters or for the final period, or if program requirements/objectives are not met as specified in the Agreement.
- 13. The KDHE may cancel this Agreement if the Local Agency fails to submit quarterly reports as required.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Agreement and have executed it as of the date shown below.

**Shawnee County Health Department**

**Kansas Department of  
Health and Environment**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lee A. Norman, MD  
Secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to Legality  
and Form: Date 9-27-19  
*[Signature]*  
ASST. CO. COUNSELOR

### CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the  
   1st    day of July, 2020

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**APPENDIX B**  
**COMPLIANCE WITH THE**  
**"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"**

Congress has enacted a law, found at 41 U.S.C. 4712, encouraging employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts (for the purpose of this document, "Recipient of Funds"). The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandated a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". 41 U.S.C. 4712 has been amended, enacting a permanent extension of the pilot program.

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

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

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

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

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

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

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

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", as amended, and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies.

**NON-DEBARMENT CERTIFICATION AND WARRANTY**

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov); 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

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