

BOARD OF COUNTY COMMISSIONERS AGENDA
MONDAY, MARCH 9, 2020, 9:00 AM
COMMISSION CHAMBERS, ROOM B-II

I. PROCLAMATIONS/PRESENTATIONS

1. Winter Wonderland Presentation – Sherry Lundry, TARC.

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Consider approval of request to pay invoices from the Diversion Fund account in a total amount of \$1,364.04—District Attorney.
2. Consider approval of Resolution 2020-10, as amended McCollum Family Trust, by the Board of County Commissioners, on Monday, February 3, 2020 of the regularly scheduled meeting.
3. Consider approval of request to pay Municipal Media Corporation \$250.00 to perform services to remind customers of the collection days with funding from the Solid Waste Collections Operational Budget.
4. Consider approval of request to pay invoices from the Diversion Fund account in a total amount of \$6,582.58—District Attorney.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

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

B. BOND COUNSEL – Bob Perry

1. Consider approval of **Resolution No. 2020-15** expressing the intent of the Board to issue Shawnee County, Kansas taxable industrial revenue bonds in an amount of \$150,000,000.00 and enter into a lease purchase agreement with Walmart, Inc. or an affiliate entity or subsidiary thereof, to finance the acquisition of property in Kanza Fire Commerce Park for a warehouse merchandise handling facility.

C. DISTRICT ATTORNEY – Mike Kagay

1. Consider approval of request to purchase a Cellebrite Universal Forensic Extraction Device in partnership with the Topeka Police Department for \$50,000.00 each with the District Attorney's funding to be paid from the Diversion Fund Account.

D. HEALTH DEPARTMENT – Linda Ochs

1. Consider approval of request to apply for the Kansas Department of Health and Environment Aid-to-Local grants for the State Fiscal Year 2021.

E. PARKS + REC – Tim Laurent

1. Consider approval of request to award the bid to McConnell and Associates Corp. for the resurfacing of the Gage Park Accessible ball diamond at a cost of \$41,579.00 utilizing the Capital Maintenance (3R) Fund and authorization and execution of Contract C97-2020 for same.
2. Consider authorization and execution of Contract C98-2020 with the Topeka Golden Giants for conducting collegiate-aged baseball competitions on Jerry Robertson Field at the Bettis Family Sports Complex including revised lease conditions at a cost of \$335.00 per game (agreement replaces Contract C69-2016).
3. Consider authorization and execution of the following resolution and agreements for the Tulips at Twilight Uncorked Event to be held on April 9th at Ward Meade Park including Old Prairie Town facilities with each vendor being paid \$250.00 by the Parks for All Foundation to provide wine samples for ticket holders:
 - (a) Resolution No. 2020-16 temporarily exempting certain county property from restrictions on selling, serving, possessing or consuming alcoholic liquor and/or cereal malt beverages - Commissioner Riphahn.
 - (b) Contract C99-2020 with Bluejacket Crossing Vineyard & Winery LLC.
 - (c) Contract C100-2020 with Crooked Post Winery, LLC.
 - (d) Contract C101-2020 with Glaciers Edge Winery.
 - (e) Contract C102-2020 with Haven Pointe Winery LLC.
 - (f) Contract C103-2020 with Holy Field Vineyard and Winery, LLC.
 - (g) Contract C104-2020 with Prairie Fire Winery LLC.

F. PUBLIC WORKS – Curt Niehaus

1. Consider authorization and execution of Contract C105-2020 with Finney & Turnipseed Transportation & Civil Engineering, LLC to prepare bidding plans and documents, conduct geological investigation and provide construction engineering services for the replacement of the NW Glick Road Bridge over Ensign Creek for \$38,500.00 for design services; \$5,400.00 for a geotechnical report; and \$51,000.00 for construction engineering services with funding from the Countywide ½ cent Sales Tax funds.
2. Consider approval of an emergency purchase, a wet-well pump for use at the Sherwood Regional Wastewater Treatment Plant, at a cost of \$29,553.00 including freight with funding from the 100% user fee funded Sherwood Regional Treatment System Fund Account.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS



III
/

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 *AKC*

DATE: March 3, 2020

RE: Request for Diversion Fund Payments

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

- 1) Amazon Business for floor mats for DA 2019 Ford Explorers
 - a) Invoice No. 1F7Y-JNHW-14CL dated March 2, 2020 in the amount of \$353.85
- 2) Beach, Julie for transcript fees
 - a) Invoice No. 1054 dated March 2, 2020 in the amount of \$2.50
- 3) Correll Reporting Service for transcript fees
 - a) Invoice No. 20-020 dated March 2, 2020 in the amount of \$515.00
- 4) EPIC Business Essentials for office supplies
 - a) Invoice No. 387911 dated February 21, 2020 in the amount of \$8.55
- 5) LindySpring Systems for monthly water service
 - a) Invoice No. 16605 dated January 21, 2020 in the amount of \$91.84
 - b) Invoice No. 16508 dated February 5, 2020 in the amount of \$104.96
 - c) Invoice No. 25561 dated February 19, 2020 in the amount of \$91.84
 - d) Invoice No. 58358 dated February 20, 2020 in the amount of \$10.00
 - e) Invoice No. 58359 dated February 20, 2020 in the amount of \$10.00
 - f) Invoice No. 58360 dated February 20, 2020 in the amount of \$10.00
- 6) Olsen, Jennifer for transcript fees
 - a) Invoice No. 2020-01 dated January 7, 2019 in the amount of \$29.50
 - b) Invoice 2020-02 dated February 21, 2020 in the amount of \$136.00

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of \$1,364.04, to be paid from the Diversion Fund account.

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by April 01, 2020

Item subtotal before tax	\$ 353.85
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 353.85
Tax	\$ 0.00

Amount due \$ 353.85 USD

Account #

Payment terms Net 30

Purchase date 27-Feb-2020

Purchased by Kathy Beach

Registered business name

Shawnee County District Attorney's Office

Bill to

Shawnee County District Attorney's Office
200 SE 7th Street, Ste. 214
Topeka, KS 66603

Ship to

Kathy Beach
200 SE 7th Street, Ste. 214
Topeka, KS 66603

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410148725214
SWIFT code (wire transfer) WFBUS85

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 WeatherTech Custom 3D FloorMats for 2017-2019 Ford Explorer 449811IM ASIN: B07V4PBC8G Sold by: WEATHERTECH DIRECT LLC Order # 112-4439519-7354649	3	\$117.95	\$353.85	0.000%
2 Shipping & handling			\$0.00	0.000%

Total before tax \$353.85

Tax	\$0.00
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Amount due	\$353.85
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FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202038190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670



Local Delivery Provided By:
OFFICE PLUS OF KANSAS

SALES INVOICE

Sales Invoice Number: SI00387911

Remit EPIC Business Essentials
To: 5600 N. River Road, Suite 700
Invoice Questions: 847-261-0052
Rosemont, IL 60018

Sales Invoice Date: 02/21/20

Page: 1

800-231-9848

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
	PNW304413	000000		03/22/20

PNW Item	Description	Ord Qty	Ship Qty	Unit Price	Total Price
Customer ID:					
UNV15262	POCKET,FILE,LTR,STR,5.25"	4 BX	BX		
Per OMNIA Contract # R190301					
PAP5032315	CORRECTION,DRYLINE,5/CD	2 PK	1 PK	8.55	8.55
Per OMNIA Contract # R190301					
UNV08861	HIGHLIGHTER,DESK,FYW	4 DZ	DZ		
Per OMNIA Contract # R190301					
QUA62903	SLEEVE,CD/DVD,47/8X5,WE	1 BX	BX		
Per OMNIA Contract # R190301					
UNV21200	PAPER,XERO/DUP,WELTR,20#	4 CT	CT		
DA Adult Copier side					
Per OMNIA Contract # R190301					
UNV44907	ENVELOPE,CLSP,10X13,BN32#	1 BX	BX		

Per OMNIA Contract # R190301

Timestamp1: 9:49:42 AM

Timestamp2: 9:49:42 AM



Local Delivery Provided By:
OFFICE PLUS OF KANSAS

SALES INVOICE

Sales Invoice Number: SI00387911

Sales Invoice Date: 02/21/20

Remit EPIC Business Essentials
To: 5800 N. River Road, Suite 700
Invoice Questions: 847-261-0052
Rosemont, IL 60018

Page: 2

800-231-9848

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
	PNW304413	000000		03/22/20

Amount Subject to
Sales Tax
0.00

Amount Exempt
from Sales Tax
8.55

Subtotal: 8.55
Total Sales Tax: 0.00
Total: 8.55

(End of Report)



LINDYSPRING SYSTEMS
 115 NW VAN BUREN ST
 TOPEKA KS 66603-3315
 (785) 234.5551 (785) 234.3478 Fax
 (866) 234.7659
 lindyspring@lindyspring.com

MONTHLY STATEMENT

If paying by Credit Card, please complete this section

<input type="checkbox"/> VISA <input type="checkbox"/> M/C	CARD NUMBER	AMOUNT
SIGNATURE		EXP. DATE
CARDHOLDER NAME (Please Print)		
CUSTOMER NUMBER	CUSTOMER NAME	
DISTRICT ATTN OFFICE		
STATEMENT DATE	PAGE	PAY THIS AMOUNT
02/20/2020	1 of 3	\$ 318.64
MAKE CHECKS PAYABLE TO: LINDYSPRING SYSTEMS TERMS: Payment Due Upon Receipt. Payments received more than 30 days after the statement date are subject to late fees.		Amount Enclosed \$

ADDRESS SERVICE REQUESTED

1 AV *A-01-X3F-AM-00901-4

DISTRICT ATTN OFFICE
 STE 214 & JV SIDE
 200 SE 7TH ST
 TOPEKA KS 66603-3922

LINDYSPRING SYSTEMS
 115 NW VAN BUREN ST
 TOPEKA KS 66603-3315

PLEASE DETACH HERE AND ENCLOSE WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED

DATE	INVOICE NO.	LOCATION	BILLED	PAID	BALANCE	
LAST PMT WAS \$224.48 ON 19 Feb 2020						
01/21/2020	16605	1423408	91.84	0.00		
02/05/2020	16508	1423408	104.96	0.00		
02/19/2020	25561	1423408	91.84	0.00		
02/20/2020	58358	1423408	10.00	0.00		
02/20/2020	58359	1423408	10.00	0.00		
02/20/2020	58360	1423408	10.00	0.00		
1423408: DISTRICT ATTN OFFICE Location Total: 1423408					318.64	
THIRTY DAYS OVERDUE						
CURRENT	OVER 30	OVER 60	OVER 90	STATEMENT DATE	CUSTOMER NO	AMOUNT DUE
226.80	91.84	0.00	0.00	02/20/2020		\$ 318.64



LINDYSPRING SYSTEMS
 115 NW VAN BUREN ST
 TOPEKA KS 66603-3315
 (785) 234.5551 (785) 234.3478 Fax
 (866) 234.7659
 lindyspring@lindyspring.com

Go paperless! We now offer eStatements and automatic bill pay. Please call the office for more information.

1 AV *A-01-X3F-AM-00901-4

III
2.

**Shawnee County
Office of the County Counselor**



JAMES M. CROWL
County Counselor

Shawnee County Courthouse
200 SE 7th Street, Ste. 100
Topeka, Kansas 66603-3932
Office: (785) 251-4042
Fax: (785) 251-4902
Email: counselors@snco.us

MEMORANDUM

TO: Board of Shawnee County Commissioners
FROM: James M. Crowl, Shawnee County Counselor
DATE: March 4, 2020
RE: Resolution 2020-10, as amended
McCullum Family Trust

A handwritten signature in dark ink, appearing to be "J. Crowl", is written over the "FROM:" line of the memorandum.

Please place this item on the next available Consent Agenda.

Attached find Resolution 2020-10, as amended by the Board of County Commissioners at it's regularly scheduled meeting on Monday, February 3, 2020.

I would be happy to answer any questions that you might have about this matter.

Attachments

BY ORDER OF THE BOARD OF COMMISSIONERS, SHAWNEE COUNTY, KANSAS

RESOLUTION 2000-10

CONDITIONAL USE PERMIT

IS HEREBY ADOPTED IN ACCORDANCE WITH K.S.A. 19-2960 AND THE ZONING REGULATIONS, SHAWNEE COUNTY, KANSAS.

SECTION 1. THIS RESOLUTION HEREBY AUTHORIZES A CONDITIONAL USE PERMIT FOR THE FOLLOWING DESCRIBED REAL PROPERTY FOR THE PURPOSE OF:

ESTABLISHING A BED AND BREAKFAST INN AND A RECEPTION, CONFERENCE & ASSEMBLY FACILITY ON PROPERTY ZONED "RR-1" RESIDENTIAL RESERVE DISTRICT AND LOCATED AT 3521 SE PAULEN ROAD IN TECUMSEH TOWNSHIP, AND LEGALLY DESCRIBED AS FOLLOWS:

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (14), Township Twelve (12) South, Range Sixteen (16) East of the 6th P.M., in Shawnee County, Kansas, Consisting of 79 1/2 acres, more or less, less 13 parcels of land more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter (SE1/4) of Section Thirteen (14), Township Twelve (12) South, Range Sixteen (16) East of the 6th P.M., in Shawnee County, Kansas, thence North 1,234 feet to the point of beginning, thence North 60 feet, thence West 1,345 feet, thence North 15 feet, thence West 1,312 feet, thence South 701 feet, thence East 416 feet, thence South 620 feet, thence East 60 feet, thence North 614 feet, thence East 844 feet, thence North 214 feet, thence East 429 feet, thence South 36 feet, thence East 256 feet, thence North 451 feet, thence East 655 feet to the point of beginning, containing 30.47 acres, more or less, subject to Easements and Rights of Ways of Record.

SECTION 2. CONDITIONS SUBJECT TO:

1. Prior to the commencement of operations, the applicant shall:
 - a. Obtain the following permits from Shawnee County:
 - Building permit for all improvements to the barn completed without building permits;
 - Building permit for improvements to the barn and bed and breakfast to comply with the Shawnee County Building Code;
 - Building Permit for the event center and the bed and breakfast after the Planning Department finds that all of the conditions of the resolution have been satisfied.
 - b. Submit a Class "A" Drainage Plan for County Engineer approval;
 - c. Submit an event center floor plan showing tables, chairs, and exit doors; and all kitchen, plumbing, and restroom improvements;
 - e. Obtain permits for sanitary services from the Environmental Health Department;
 - f. Utilize gravel that does not generate dust for the new parking lot and driveway off SE 37th Street;
 - g. Obtain building, floor, and site plan approval from Shawnee Heights Fire District;
 - h. Obtain a SE 37th Street address for the event center for Emergency 911 purposes; and
 - i. Dedicate additional ROW by written instrument(s) to provide 40-feet from the section line along SE Paulen Road and 45-feet from the section line of SE 37th Street. The site plan shall show the additional ROW and the recording number assigned to the instrument(s); and
 - j. Consent to the annexation of the subject property into the City of Topeka, subdivide the property, and obtain all required approvals to connect to the City of Topeka sanitary sewer system.
2. The Plan of Operation shall be incorporated by reference as a condition of approval governing the bed and breakfast inn and the event center.
3. Signage is limited to one 9 SF, double-face, non-illuminated, 6-foot tall sign along SE Paulen Road for the bed and breakfast inn and a sign on SE 37th Street having the same dimensions as the SE Paulen Road sign, for the event center. Each sign shall include the street address.

4. The bed and breakfast inn shall:
 - a. Include the dwelling of the property owner, or a tenant, as the primary use of the home;
 - b. Provide entrances to all guest rooms from within the residence;
 - c. Prohibit cooking facilities in individual rooms;
 - d. Provide shared access to a bathroom, kitchen, dining room and a living room; and
 - e. Maintain its exterior appearance as a residence.
5. The event center shall:
 - a. Comply with all applicable building, fire, and health codes, at all times;
 - b. Be limited to a maximum occupancy of 90 persons, per the Shawnee Heights Fire District;
 - c. Operate between 9 a.m. - 10 p.m. daily, with outdoor activities ceasing at 9 p.m. each night, except for Independence Day, when outdoor and indoor festivities may continue until 11 p.m. for that one day;
 - d. Conduct only one event at any given time;
 - e. Be available by contract only and shall not be open to the general public;
 - f. Limit events to five (5) per month;
 - g. Receive deliveries from SE 37th Street and SE Paulen Road with one round trip to and from the site to set up an event and one round trip to and from the site at the conclusion of each event;
 - h. Direct all lighting away from all property lines;
 - i. Limit the use of sound systems to only the interior of the event center, with the sound of such systems not be perceptible at any property line; and
 - j. Not be used to house any overnight guests.
6. All existing trees and vegetation that screen the barn and proposed outdoor areas shall be retained.
7. An engineering report, with findings about the ability of the deck to support the anticipated dead load of guests and any furniture on the 2nd floor open air deck on the barn, with recommendations to either limit the weight on the deck and/or to improve the deck supports, sealed by a structural engineer, should be submitted. Any required improvements shall be completed before the deck can be put into use.
8. Access to the event center shall comply with all Americans with Disabilities Act Accessibility Guidelines (ADAAG). Handrails shall be installed around the perimeter of the ground level deck, and steps accessing that deck, to prevent falls.

SECTION 3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ENDORSEMENT BY THE MEMBERS OF THE BOARD OF COMMISSIONERS AND PUBLICATION IN THE OFFICIAL COUNTY NEWSPAPER.

DATE: _____, 2020.

William D. Riphahn, CHAIR

Kevin J. Cook, VICE-CHAIR

Aaron Mays, MEMBER

ATTEST:

COUNTY CLERK, Cynthia A. Beck

APPLICANT: McCollum Family Trust

Approved as to Legality
and Form: Date 3-4-2020

SHAWNEE CO. COUNSELOR

CASE NO: CU20/01

III
3.



**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
www.snco.us

**MEMORANDUM
(CONSENT AGENDA)**

DATE: March 4, 2020

TO: Board of County Commissioners

FROM: William Sutton 
Director of Solid Waste

RE: Request to Pay Municipal Media Invoice No. 5049

Shawnee County Solid Waste Department (SCSWD) utilizes Municipal Media Corporation to perform the services of "Recycle Coach" to remind customers of the scheduled collection day as well as any changes to the collection schedule.

The fee for one year of the basic service is \$250.00, which includes notification in both English and Spanish languages.

Funding for this request will come from the 2020 Solid Waste Collections Operational Budget (Acct No. 25SW310), which is 100% fee funded and not taxpayer supported.

Your consideration of this request is appreciated.

R261431

Municipal Media Corp.

276 Carlaw Ave., #210
Toronto, Ontario
Canada M4M 3L1

Invoice

Date	Invoice #
11/16/2019	5049

Invoice To
Justin Pike Shawnee County Solid Waste 1515 NW Saline, Ste #150 Topeka, KS 66618

70000-1-10 2019

P.O. No.	Terms
	Due on receipt

Description	Amount
Recycle Coach Annual Fee- Inform Package with Text + Spanish	250.00

Federal Tax ID: 46-0521868

Subtotal	USD 250.00
Sales Tax	USD 0.00
Total	USD 250.00

Phone #
1-855-343-3363

Municipal Media Inc.

210 - 276 Carlaw Ave

Toronto, ON M4M 3J1

Canada

Tel: +1 416.423.3203

Instructions for Wire Transfer

Bank name: Scotia Bank

Branch address: 1046 Queen Street East
Toronto, ON M4M 1K4
Canada

Branch phone: +1 416.465.5461

Acct # 81612 0004812

Swift # NOSCCATT

Route # 026002532

Branch # 31542



III
4.

**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: March 4, 2020
RE: Request for Diversion Fund Payments

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

- 1) City of Topeka Parking Section for subpoenaed witnesses and volunteer parking
 - a) Invoice No. P100009208 dated February 27, 2020 in the amount of \$189.00
- 2) Century Business Technologies for part for fax machine
 - a) Invoice No. 548802 dated January 28, 2020 in the amount of \$219.93
- 3) Clerk, U.S. District Court for certified records
 - a) Invoice dated February 25, 2020 in the amount of \$12.60
- 4) EPIC Business Essentials for office supplies
 - a) Invoice No. 389201 dated March 2, 2020 in the amount of \$685.01
- 5) Office Depot for office supplies
 - a) Invoice No. 447986679001 dated February 25, 2020 in the amount of \$147.15
 - b) Invoice No. 448004409001 dated February 25, 2020 in the amount of \$16.89
- 6) Willard & Schuyler Reporting for transcript fees
 - a) Invoice No. 1129 dated March 3, 2020 in the amount of \$312.00
- 7) YWCA Northeast Kansas for 2020 Art Auction Sponsorship
 - a) Invoice in the amount of \$5,000.00

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of \$6,582.58, to be paid from the Diversion Fund account.

QTY	DESCRIPTION	EXT PRICE
1	2/20 Park N Shop 1VCHR ✓	2.00
1	2/25 Park N Shop 8VCHR ✓	19.00
1	2/10 Park N Shop 3VCHR ✓	9.00
1	2/12 Park N Shop 2VCHR ✓	6.00
1	2/14 Park N Shop 9VCHR ✓	35.00
1	1/31 Park N Shop 3VCHR ✓	9.00
1	2/6 Park N Shop 2VCHR ✓	5.00

QTY	DESCRIPTION	EXT PRICE
1	2/24 Park N Shop 7VCHR ✓	22.00
1	2/26 Park N Shop 4VCHR ✓	11.00
1	2/11 Park N Shop 14VCHR ✓	37.00
1	2/13 Park N Shop 4VCHR ✓	13.00
1	2/18 Park N Shop 3VCHR ✓	5.00
1	2/3 Park N Shop 5VCHR ✓	16.00

Invoice

Invoice No: PI00009208
Invoice Amount: \$189.00
Invoice Date: 02/27/2020
Due Date: 03/13/2020
Customer No.:

Account Balance: \$189.00

Please detach and remit with payment!

Invoice Amount: \$189.00
Invoice No: PI00009208
Invoice Date: 02/27/2020

Account Balance: \$189.00

CITY OF TOPEKA
 PARKING SECTION
 620 SE MADISON UNIT 10
 TOPEKA, KS 68607

Customer No.:



CITY OF TOPEKA
 Billing Inquiries (785) 368-3916
 Payment Inquiries: (785) 368-3916

SHAWNEE CO DISTRICT ATTORNEY
 VICTIM/WITNESS
 200 SE 7TH ST
 TOPEKA, KS 66603



INVOICE

Invoice Number: 548802
Invoice Date: 1/28/2020
Account Number:
Balance Due: \$219.93

Bill To: Shawnee County District Attorney
 Attn: Kathy Beach
 200 SE 7th St, Ste 214
 Topeka, KS 66603
 USA

Ship To: Shawnee County District Attorney
 Attn: Kathy Beach
 200 SE 7th St, Ste 214
 Topeka, KS 66603
 USA

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
87956	Kathy Beach	Delivered	Net 10	2/7/2020

Remarks	Sales Person
	Niki Mears

Item No	Description	Serial No	Order	Ship	BlkO	UM	Price	Disc	Amount
411844	Type 1515 PCU V3515 Series Equipment: 86222 Serial Number: W3028701551 Model: 920SPF Location:		1.0	1.0	0.0	EA	\$219.93		\$219.93

Online payments are now available using our Customer Portal at www.CenturyKs.com.

Thank you for your business and the opportunity to serve you.

Subtotal	\$219.93
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$219.93
Balance Due	\$219.93

Please remit to: PO Box 2459 Topeka, KS 66601 (785) 267-4555



STATEMENT

25 February 2020

\$12.60

PAYMENT REQUESTED BY: 11 March 2020

TIMOTHY M. O'BRIEN, CLERK
490 US COURTHOUSE
444 SE Quincy
Topeka, KS 66603

Shawnee County District Attorney
200 SE 7th - Ste. 214
Topeka KS 66603

QUANTITY/# PAGES	DESCRIPTION	UNIT PRICE	LINE TOTAL
2 pages	16/Information	0.10	0.20
7 pages	16/Judgment	0.10	0.70
7 pages	5/Amended Judgment	0.10	0.70
	Certification	11.00	11.00

\$12.60

PLEASE MAKE CHECKS PAYABLE TO "CLERK, US DISTRICT COURT" AND RETURN WITH ORIGINAL STATEMENT. PLEASE DIRECT ANY QUESTIONS REGARDING THIS STATEMENT TO:

msb



Local Delivery Provided By:
OFFICE PLUS OF KANSAS

SALES INVOICE

Sales Invoice Number: SI00389201

Sales Invoice Date: 03/02/20

Page: 1

Ordered By: Kathy Beach

Remit EPIC Business Essentials
To: 5600 N. River Road, Suite 700
Invoice Questions: 847-261-0052
Rosemont, IL 60018

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
	PNW305836	00000		04/01/20

PNW Item	Description	Ord Qty	Ship Qty	Unit Price	Total Price
Customer ID:					
UNV21200	PAPER,XERO/DUP,WELTR,20#	6 CT	6 CT	35.99	215.94
	Per OMNIA Contract # R190301				
CLO01593CT	CLEANER,DSNFCT,WIPES,FR	1 CT	1 CT	45.90	45.90
	Per OMNIA Contract # R190301				
SJN695155	CLEANER,WINDEX,SPRAY,32	2 EA	2 EA	8.82	17.64
SJN642513	CLEANER,GLASS,SURFACE	2 PK	2 PK	4.52	9.04
	Per OMNIA Contract # R190301				
DXEDBP09W	COATED PAPER PLATE	3 PK	3 PK	10.10	30.30
	Per OMNIA Contract # R190301				
DCC16J16	CUP,16 OZ,FOAM,1M/CTN,WH	1 CT	1 CT	61.32	61.32
	Per OMNIA Contract # R190301				
SMD34276	FLDR,FILE,ENDTAB,LTR,MLA	4 BX	4 BX	67.72	270.88
	Per OMNIA Contract # R190301				
MMM6605SSCY	POST-IT,LINED,SPRSTICKY,4X	3 PK	3 PK	11.33	33.99
	Per OMNIA Contract # R190301				
Transferred to page 2.....					685.01



Local Delivery Provided By:
OFFICE PLUS OF KANSAS

SALES INVOICE

Sales Invoice Number: SI00389201

Sales Invoice Date: 03/02/20

Page: 2

Remit EPIC Business Essentials
To: 5600 N. River Road, Suite 700
Invoice Questions: 847-261-0052
Rosemont, IL 60018

800-231-9848

Ordered By: Kathy Beach
Logir

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
	PNW305836	00000		04/01/20

PNW Item	Description	Ord Qty	Ship Qty	Unit Price	Total Price
Customer ID:					685.01
Transferred from page 1.....					
Timestamp1: 3:27:31 PM					
Timestamp2: 3:27:31 PM					

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	685.01	Subtotal:	685.01
				Total Sales Tax:	0.00
				Total:	685.01

(End of Report)

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) 263-3423
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
447986679001	147.15	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
25-FEB-20	Net 30	28-MAR-20

BILL TO:

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

001362-000733

SHIP TO:

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



NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
	00000	DA	447986679001	24-FEB-20	25-FEB-20		
BILL TO 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/O	UNIT PRICE	EXTENDED PRICE
979693 9577	COFFEE,STRBKS,VERANDA,K 979693	BX	4	4	0	21.330	85.32
2628047 37465	COFFEE,MCCAFE,PREMIUM 2628047	BX	1	1	0	14.990	14.99
700724 400845	COFFEE,DD,ORGNL 700724	BX	1	1	0	15.850	15.85
681265 6680	COFFEE,KCUP,FLGRS,CRML 681265	BX	1	1	0	14.990	14.99
595347 11476087	WATER,NESTLE 595347	CA	4	4	0	4.000	16.00

001362-000733

SUB-TOTAL	147.15
DELIVERY	0.00
SALES TAX	0.00
TOTAL	147.15

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		447986679001	25-FEB-20	147.15	

FLO 002324481 4479866790019 00000014715 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.

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) 263-3423
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 59-2663954

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
448004409001	16.89	Page 1 of 1
INVOICE DATE	TERMS	PAYMENT DUE
25-FEB-20	Net 30	28-MAR-20

BILL TO:

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

001302-000733

SHIP TO:

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



NUMBER	PURCHASE ORDER	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
	00000	DA	448004409001	24-FEB-20	25-FEB-20		
ACCOUNT	MANAGER	RELEASE	ORDERED BY	DESKTOP	COST CENTER		
2			KATHY BEACH				
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	EXTENDED PRICE
3276681 36685	COFFEE,CARIBOU,CRML 3276681	BX	1	1	0	16.890	16.89

SUB-TOTAL	16.89
DELIVERY	0.00
SALES TAX	0.00
TOTAL	16.89

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 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		448004409001	25-FEB-20	16.89	

FL0 002324481 4480044090017 00000001689 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.

001302-000733

**YWCA
IS ON A
MISSION**



eliminating racism
empowering women
ywca
Center for Safety
and Empowerment

**CONCEALED
REVEALED**

SPONSORSHIP FORM

Thank you for sponsorship of the 2020 Concealed Revealed Art Auction benefiting the YWCA Center for Safety and Empowerment. Please mark the level you will be sponsoring for the event below.

- Advocate - \$5,000 --
- Ally - \$2,000
- Supporter - \$1,000
- Patron - \$500

Company or Organization: Shawnee County District Attorney's Office

Address: 200 SE 7th Street, Ste 214

City, State, ZIP: Topeka, KS 66603

Phone and Fax Numbers: 785-251-4330

Contact Person: Marcus Miller

Please enclose this form along with your check. You will receive a receipt in the mail. Please make checks out to YWCA Northeast Kansas and in the memo line state, 2020 Art Auction Sponsor. Thank you for your generous support and sponsorship.

YWCA Center for Safety & Empowerment
Attn: Allison Marker
225 SW 12th Street
Topeka, KS 66612

B.
1.

ROBERT J. PERRY, ESQ.

9422 SW Hoch Road
PO Box 359
Auburn, Kansas 66402
Office - 785/256.2266
Mobile - 785/640.1842
robertjoelperry@gmail.com

February 26, 2020

MEMORANDUM

Agenda: March 9, 2020

TO: Chairman, Bill Riphahn; Vice Chairman, Kevin Cook; and Commissioner, Aaron Mays

FROM: Bob Perry

Walmart, Inc. and Growth Organization of Topeka/Shawnee County, Inc., entered into an incentive agreement dated December 31, 2019 (the "Agreement") which, among other matters, has Walmart constructing and operating a warehouse and merchandise handling facility on a site west of the Mars manufacturing facility. On February 21, 2020 Walmart electronically filed an application with the County requesting the County issue its taxable industrial revenue bonds, in one or more series of bonds, in the estimated principal amount of \$150,000,000.00 (the "Bonds") the proceeds from which will finance the acquisition Lots 1, 2 & 3, Block B, Kanza Fire Commerce Park, Topeka, Shawnee County, Kansas and the construction and installation of improvements necessary to complete a 1,850,000+/- square foot warehouse merchandise handling facility (the "Project").

This resolution acknowledges receipt of Walmart's application, express's the County's intent to issue the Bonds and authorizes County staff, myself and others to draft and negotiate the underlying lease, bond indenture and related documents in connection with the issuance, sale and delivery of the Bonds. In conformity with the Agreement, Walmart will request the Kansas Board of Tax Appeals for an exemption from ad valorem taxes for that portion of the Project acquired with Bond proceeds under *K.S.A. §79-201a*, and, will obtain from the Kansas Department of Revenue an exemption from payment of retailers' sales tax under *K.S.A. §79-3606(d)* for those portions of the Project acquired with Bond proceeds that might otherwise be subject to sales tax. The proposed Bonds, pursuant to *K.S.A. §12-1740 et seq.*, are special limited obligations payable solely from rents and revenues due from Walmart or its successors or assigns under the lease, do not constitute a debt of the County within the meaning of any constitutional or statutory provision and are not payable in any manner from tax revenues.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS, EXPRESSING THE INTENT OF THE BOARD TO ISSUE SHAWNEE COUNTY, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS AND ENTER INTO A LEASE PURCHASE AGREEMENT WITH WALMART INC. OR AN AFFILIATE ENTITY OR SUBSIDIARY THEREOF, TOGETHER WITH ALL THINGS NECESSARY AND INCIDENTAL THERETO, ALL PURSUANT TO *K.S.A. §§12-1740 et seq.*, AS AMENDED AND SUPPLEMENTED.

RESOLUTION NO. 2020-15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS, EXPRESSING THE INTENT OF THE BOARD TO ISSUE SHAWNEE COUNTY, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS AND ENTER INTO A LEASE PURCHASE AGREEMENT WITH WALMART INC. OR AN AFFILIATE ENTITY OR SUBSIDIARY THEREOF, TOGETHER WITH ALL THINGS NECESSARY AND INCIDENTAL THERETO, ALL PURSUANT TO K.S.A. §§12-1740 et seq., AS AMENDED AND SUPPLEMENTED.

Whereas, the Board of County Commissioners (the "Board") of Shawnee County, Kansas (the "County") may, pursuant to *K.S.A. §§12-1740 et seq.*, (the "Act"), issue its revenue bonds and use the proceeds therefrom to acquire commercial improvements such as buildings, building additions, equipment, furnishings and other betterments and lease the same to a tenant for use therefor; and

Whereas, Walmart Inc., a Delaware corporation, (the "Company") has requested the Board to issue its Shawnee County, Kansas, Taxable Industrial Revenue Bonds in one or more series of issues in the estimated aggregate principal amount of \$150,000,000 (the "Bonds"), to (a) finance; (i) the acquisition of Lots 1, 2 & 3, Final Plat Kanza Fire Commerce Park, Shawnee County, Kansas (the "Site"), in Topeka, Shawnee County, Kansas, and, (ii) the construction and improving of a commercial warehouse and merchandise handling facility and other related facilities on the Site (the "Improvements", the Improvements and the Site are collectively the "Project"); (b) lease said Project to the Company, or an affiliate entity or subsidiary thereof; (c) assist in applying to the Kansas Board of Tax Appeals for an exemption on all or a portion of the Project acquired with Bond proceeds from ad valorem real property taxation for a period not to exceed 10 years; and (d) filing with the Kansas Department of Revenue a certificate which grants an exemption from payment of retailers' sales tax to all materials, supplies and services acquired with Bond proceeds; and

Whereas, the Company proposes to pay a payment in lieu of tax in the annual amount no less than the amount paid from the November 2019 levy and will pay all special assessments when due and anticipates the Project will create new opportunities of employment in the County and the State of Kansas; and

Whereas, the County Clerk's office mailed, postage prepaid, to the City of Topeka, Kansas (the "City") and Unified School District No. 437, Shawnee County, Kansas notice of the Board's intent to hold a hearing on this date regarding the Project and the potential issuance of the Bonds to finance the Project, and the Board's intent to consider passing and approving this Resolution; and

Whereas, notice of the hearing held this date was published in *The Topeka Metro News* on March 2, 2020; and

Whereas, the Board will not consider a subsequent resolution authorizing the issuance and delivery of the Bonds, unless (1) the City consents thereto, which consent under *K.S.A. §12-1741b(c)* is deemed to have been given, unless the City provides the County written notice of its objection within seven business day following the City's next regularly scheduled City Council meeting, and, (2) the Company files with the County a cost benefit analysis of the Project and the County holds a hearing thereon.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS:

Section 1. Approval of Project. The Board hereby finds and determines that acquiring, constructing and improving of the Project will promote the general welfare and economic prosperity of Shawnee County, Kansas and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the County's industrial revenue bonds to pay the costs of the Project will be

in furtherance of the public purposes set forth in the Act. The Project shall be located in Topeka, Shawnee County, Kansas.

Section 2. Intent to Issue Bonds. The Governing Body of the County hereby determines and declares the intent of the County to acquire, construct and improve the Project out of the proceeds of industrial revenue bonds of the County in the approximate principal amount of \$150,000,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the County expresses its intent to: (i) issue its industrial revenue bonds to pay the costs of acquiring, constructing and improving the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by the County and the Company; (ii) lease (with an option to purchase) the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and authorize the execution and delivery of such documents and instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said Bonds by the County and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) passage of a resolution authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the County, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; and (iii) the Company's compliance with the County's policies relating to the issuance of the Bonds and the applicable ad valorem real property tax exemption requirements under the provisions of *K.S.A. §79-201a*.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the County.

Section 6. Ad Valorem and Sales Tax Exemptions. In consideration of the Company's decision to acquire, construct and improve the Project, the County hereby agrees to cooperate with the Company and take all appropriate action to request (a) the Kansas Board of Tax Appeals to approve an ad valorem real property tax exemption (not including special assessments or other special taxes, including but not limited capital outlay levy by USD 437) for all of the Site (including Site improvements and building improvements) financed with the proceeds of the Bonds; provided the Company agrees to make a payment in lieu of tax as is mutually agreed to by and between the County and the Company and (b) the Kansas Department of Revenue to issue a project exemption certificate which will exempt materials, supplies and services acquired with Bond proceeds from the retailers' sales tax requirement.

Section 7. Limited Obligations of the County. The Bonds and the interest thereon shall be special, limited obligations of the County payable solely out of the amounts derived from payments under a Lease Agreement with the Company and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of such Bonds, as to be provided for in the Bond Indenture. The Bonds shall not constitute a general obligation of the County, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the County, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as is to be set forth in the Lease Agreement and in the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the County, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 8. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and improving of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the Company may be reimbursed for all expenditures paid or incurred therefore out of the proceeds of the Bonds.

Section 9. Benefit of Resolution. This Resolution will inure to the benefit of the County and the Company. The County may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to an affiliate entity or subsidiary thereof, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 10. Bond Counsel. Robert J. Perry, Esq. shall act as Bond Counsel to the County and all costs of issuing the Bonds shall be the sole responsibility of the Company.

Section 11. Further Action. Bond Counsel, together with the officers and employees of the County, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the County all documents necessary to effectuate the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 13. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the County and a copy of this Resolution shall be delivered to the City.

Passed and approved this 9th day of March 2020, by the Board of County Commissioners of Shawnee County, Kansas.

ATTEST:

Cynthia A. Beck, County Clerk

(SEAL)

William D. Riphahn, Chairman

Kevin J. Cook, Vice Chairman

Aaron Mays, Commissioner

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
SHAWNEE COUNTY, KANSAS
HELD ON MARCH 9, 2020

The governing body of Shawnee County, Kansas (the "County"), met in regular session at the usual meeting place in the County, at 9:00 a.m., with the all members present and participating.

Absent: None

Following a public hearing on Resolution No. 2020-____ the Resolution was presented entitled:

RESOLUTION NO. 2020-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS, EXPRESSING THE INTENT OF THE BOARD TO ISSUE SHAWNEE COUNTY, KANSAS TAXABLE INDUSTRIAL REVENUE BONDS AND ENTER INTO A LEASE PURCHASE AGREEMENT WITH WALMART INC. OR AN AFFILIATE ENTITY OR SUBSIDIARY THEREOF, TOGETHER WITH ALL THINGS NECESSARY AND INCIDENTAL THERETO, ALL PURSUANT TO K.S.A. §§12-1740 et seq., AS AMENDED AND SUPPLEMENTED.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

(Other Proceedings)

On motion made and seconded, the meeting was adjourned.

(SEAL)

County Clerk



C/.

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: March 3, 2020

RE: Request for Diversion Fund Payments

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

1) Topeka Police Department - \$50,000 to partner with the Topeka Police Department in purchasing a Cellebrite Universal Forensic Extraction Device, for use in criminal investigations and prosecution.

The District Attorney's Office hereby requests placement on the agenda for consideration of the above item, in the total amount of \$50,000, to be paid from the Diversion Fund account.

City of Topeka Police Department
 320 S. Kansas Ave., STE 100
 Topeka, KS 66603



INVOICE DATE March 31, 2020

To: Shawnee County District Attorney - Third Judicial District
 200 SE 7th St STE 214
 Topeka, KS 66603

Description			Extended Price
Cellebrite UFED Premium Package Unlimited			
District Attorney's Share 50/50 split	1	\$ 50,000.00	\$ 50,000.00
			\$ -
			\$ -
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL			\$ 50,000.00

Please make checks payable to: City of Topeka
 320 S. Kansas Ave., Ste 100
 Topeka, KS 66603
 Tax ID # 48-6028701

Attention: Gretchen O'Donovan



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

P.L.

DATE February 28, 2020
TO: Board of Commissioners
of the County of Shawnee, Kansas
FROM: Linda K. Ochs, Director *LKO*
RE: Apply for the Kansas Department of Health and Environment Aid-to-Local Grants
for the SFY 2021

Action requested: Approval for the Shawnee County Health Department (SCHD) to apply for the Kansas Department of Health and Environment (KDHE) Aid-to-Local grants for the State Fiscal Year 2021 (SFY21).

The KDHE Aid-to-Local grants that are being applied for include: State Formula; Child Care Licensing; Chronic Disease Risk Reduction; Maternal and Child Health; Immunizations; Family Planning; and Public Health Emergency Preparedness – Local & Regional.

Family Health is requesting funding for an Administrative Assistant position from the Maternal and Child Health Grant. This position would support the addition of the Women, Infant and Children program to this division and provide contract management support.

The SCHD is requesting a total grant amount of: \$1,114,308.

In SFY 2020 SCHD received \$979,644 in Aid-to-Local grants.

LKO/lll

Attachment

C: Betty Greiner, Director of Administrative Services
Edith Gaines, SCHD Finance Officer

Grant Application Signature Page
State of Kansas Department of Health and Environment

Grant Period: July 1, 2020 - June 30, 2021

1000 SW Jackson, Suite 340
 Topeka, Kansas 66612-1365

This form, complete with signatures, is required to complete your Aid to Local application package.
Upload as an attachment to each budget section in the grant application.
All applications due March 16, 2020.
tiny-K applications are due April 21, 2020.

Applicant:(Name of Agency)
 Shawnee County Health Department

Address
 2600 SW East Circle Drive
 Topeka, Kansas 66606-2447

KGMS Administrator
 Edith Gaines

KGMS Administrator Phone
 785-251-5600 5666

Programs

Child Care Licensing Program (CCL)	\$167,171.00
Chronic Disease Risk Reduction (CDRR)	\$88,012.00
Family Planning (FP)	\$157,274.00
Immunization Action Plan (IAP)	\$33,438.00
Maternal & Child Health (MCH)	\$402,780.00
Public Health Emergency Preparedness (PHEP)	\$108,185.00
State Formula (SF)	\$119,961.00
Total Funds Requested:	\$1,076,821.00

Signatures

President/Chairman Local Board of Health or Board of Directors

Date: _____

Administrator/Director

Date: _____

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

Counties Served

Select all counties that will be served.

- | | | | | | | |
|-------------------------------------|------------------------------------|------------------------------------|--------------------------------------|---------------------------------------|---|-------------------------------------|
| <input type="checkbox"/> Allen | <input type="checkbox"/> Coffey | <input type="checkbox"/> Geary | <input type="checkbox"/> Johnson | <input type="checkbox"/> Miami | <input type="checkbox"/> Pratt | <input type="checkbox"/> Sherman |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Comanche | <input type="checkbox"/> Gove | <input type="checkbox"/> Kearny | <input type="checkbox"/> Mitchell | <input type="checkbox"/> Rawlins | <input type="checkbox"/> Smith |
| <input type="checkbox"/> Atchison | <input type="checkbox"/> Cowley | <input type="checkbox"/> Graham | <input type="checkbox"/> Kingman | <input type="checkbox"/> Montgomery | <input type="checkbox"/> Reno | <input type="checkbox"/> Stafford |
| <input type="checkbox"/> Barber | <input type="checkbox"/> Crawford | <input type="checkbox"/> Grant | <input type="checkbox"/> Kiowa | <input type="checkbox"/> Morris | <input type="checkbox"/> Republic | <input type="checkbox"/> Stanton |
| <input type="checkbox"/> Barton | <input type="checkbox"/> Decatur | <input type="checkbox"/> Gray | <input type="checkbox"/> Labette | <input type="checkbox"/> Morton | <input type="checkbox"/> Rice | <input type="checkbox"/> Stevens |
| <input type="checkbox"/> Bourbon | <input type="checkbox"/> Dickinson | <input type="checkbox"/> Greeley | <input type="checkbox"/> Lane | <input type="checkbox"/> Nemaha | <input type="checkbox"/> Riley | <input type="checkbox"/> Sumner |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Doniphan | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Leavenworth | <input type="checkbox"/> Neosho | <input type="checkbox"/> Rooks | <input type="checkbox"/> Thomas |
| <input type="checkbox"/> Butler | <input type="checkbox"/> Douglas | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Ness | <input type="checkbox"/> Rush | <input type="checkbox"/> Trego |
| <input type="checkbox"/> Chase | <input type="checkbox"/> Edwards | <input type="checkbox"/> Harper | <input type="checkbox"/> Linn | <input type="checkbox"/> Norton | <input type="checkbox"/> Russell | <input type="checkbox"/> Wabaunsee |
| <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Elk | <input type="checkbox"/> Harvey | <input type="checkbox"/> Logan | <input type="checkbox"/> Osage | <input type="checkbox"/> Saline | <input type="checkbox"/> Wallace |
| <input type="checkbox"/> Cherokee | <input type="checkbox"/> Ellis | <input type="checkbox"/> Haskell | <input type="checkbox"/> Lyon | <input type="checkbox"/> Osborne | <input type="checkbox"/> Scott | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Cheyenne | <input type="checkbox"/> Ellsworth | <input type="checkbox"/> Hodgeman | <input type="checkbox"/> Marion | <input type="checkbox"/> Ottawa | <input type="checkbox"/> Sedgwick | <input type="checkbox"/> Wichita |
| <input type="checkbox"/> Clark | <input type="checkbox"/> Finney | <input type="checkbox"/> Jackson | <input type="checkbox"/> Marshall | <input type="checkbox"/> Pawnee | <input type="checkbox"/> Seward | <input type="checkbox"/> Wilson |
| <input type="checkbox"/> Clay | <input type="checkbox"/> Ford | <input type="checkbox"/> Jefferson | <input type="checkbox"/> McPherson | <input type="checkbox"/> Phillips | <input checked="" type="checkbox"/> Shawnee | <input type="checkbox"/> Woodson |
| <input type="checkbox"/> Cloud | <input type="checkbox"/> Franklin | <input type="checkbox"/> Jewell | <input type="checkbox"/> Meade | <input type="checkbox"/> Pottawatomie | <input type="checkbox"/> Sheridan | <input type="checkbox"/> Wyandotte |
-

Surveyors

Complete the table for all surveyors

	First and Last Name	Highest Degree of Education/Focus	License(s) Held	Other Training	Primary or Assistant Surveyor	% FTE	Years as CCL Surveyor
1.	Jennifer Zimmerman	Bachelors Degree	Pharmacy Technician License	Former-Nursing Assistant License. Current First Aid/CPR Training	Primary	100%	11 years
2.	Ann Bartlow	Bachelors Degree	N/A	N/A	Primary	100%	19 years
3.	Janet Woolon	Bachelors Degree	N/A	N/A	Primary	100%	16 years
4.	Elizabeth Finely	Bachelors Degree	N/A	N/A	Primary	100%	7 months
5.							
6.							
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15.							

Increase Available Regulated Child Care

CCL recruitment will take place at what county activities/events?

Shawnee County Health Department Childcare Licensing will be partnering with Child Care Aware of Kansas and Shawnee County Parks and Recreation to offer Free Home Daycare Orientation classes out in the community. One free home daycare orientation class will be held each quarter, waving the current county requirement of \$20 to attend. Recruitment will also take place at the Garden Show, Shawnee County Baby Basics courses, and the Health Departments Social Media Platforms- Facebook/Twitter/Instagram/You Tube.

Describe traditional and non-traditional recruitment activities. Traditional recruitment activities may include county fairs, brochures, hospital baby fairs. Non-traditional recruitment activities may include working with local organizations to offer a grant for new child care applicants.

Traditional recruitment: Shawnee County Health Department Childcare Licensing will continue to share the " Good Beginnings Last a Lifetime" KDHE brochure with local nursing students doing practicum with the health department, County fairs, and Shawnee County Baby Basics class(upcoming new engagement to recruit both providers and promote quality care for parents). Non-traditional: Partnering with Child Care Aware in support of the new provider start up grant to provide surveyor input and promoting this new grant at the monthly orientation class.

SFY2021 CCL Budget Section

SFY2021 Child Care Licensing Budget

External Grantee: Shawnee County Health Department

Grant: Child Care Licensing Program (CCL)

Category Type	Category	Description	Request Cost	Request Quantity	Request Total	Match Cost	Match Quantity	Match Total	Match % Of Request
Expenditure	Salary	Ann Bartlow	\$51,002.00	53.13909%	\$27,102.00	\$51,002.00	46.86091%	\$23,900.00	88%
Expenditure	Salary	Carrie Delfs	\$64,380.00	5.31376%	\$3,421.00	\$64,380.00	4.68624%	\$3,017.00	88%
Expenditure	Salary	Liza Finley	\$37,190.00	53.14063%	\$19,763.00	\$37,190.00	46.85937%	\$17,427.00	88%
Expenditure	Salary	Andy Graham	\$80,455.00	10.6283%	\$8,551.00	\$80,455.00	9.3717%	\$7,540.00	88%
Expenditure	Salary	Clara Norris	\$38,438.00	26.57006%	\$10,213.00	\$38,438.00	23.42994%	\$9,006.00	88%
Expenditure	Salary	Vacant CCL Surveyor	\$36,462.00	40.87817%	\$14,905.00	\$36,462.00	36.04575%	\$13,143.00	88%
Expenditure	Salary	Janet Wooton	\$41,037.00	12.2621%	\$5,032.00	\$41,037.00	10.81463%	\$4,438.00	88%
Expenditure	Salary	Jennifer Zimmerman	\$54,184.00	53.1393%	\$28,793.00	\$54,184.00	46.8607%	\$25,391.00	88%
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$25,839.00	100%	\$25,839.00	\$22,785.00	100%	\$22,785.00	88%
Expenditure	Benefits	FICA 7.65% of Salaries	\$9,010.00	100%	\$9,010.00	\$7,946.00	100%	\$7,946.00	88%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$11,315.00	100%	\$11,315.00	\$9,985.00	100%	\$9,985.00	88%
Expenditure	Benefits	Other Benefits 2.74% (Unemployment, Worker's Comp)	\$3,227.00	100%	\$3,227.00	\$2,846.00	100%	\$2,846.00	88%
Expenditure	Supplies	Office Supplies	\$0.00	0.00000	\$0.00	\$1,500.00	1.00000	\$1,500.00	N/A
Expenditure	Travel	Mileage 522 miles @ \$0.575 per mile	\$0.00	0.00000	\$0.00	\$300.00	1.00000	\$300.00	N/A
Expenditure	Travel	Travel, Accommodations & Subsistence	\$0.00	0.00000	\$0.00	\$3,450.00	1.00000	\$3,450.00	N/A
Expenditure	Other	Training	\$0.00	0.00000	\$0.00	\$1,350.00	1.00000	\$1,350.00	N/A
Expenditure	Other	Cell Phones - 4.7 phones @ \$45.57 per month	\$0.00	0.00000	\$0.00	\$2,570.00	1.00000	\$2,570.00	N/A
Expenditure	Other	Contractual Services - Credit Card Processing	\$0.00	0.00000	\$0.00	\$570.00	1.00000	\$570.00	N/A
Expenditure	Other	Fees & Document Shredding	\$0.00	0.00000	\$0.00	\$550.00	1.00000	\$550.00	N/A
Expenditure	Other	Copier Lease	\$0.00	0.00000	\$0.00	\$100.00	2.00000	\$200.00	N/A
Expenditure	Other	2 NARA Memberships	\$0.00	0.00000	\$0.00	\$300.00	1.00000	\$300.00	N/A
Expenditure	Other	Printing & Advertising	\$0.00	0.00000	\$0.00	\$2,057.00	1.00000	\$2,057.00	N/A
Expenditure	Other	Professional Liability Insurance	\$0.00	0.00000	\$0.00	\$2,200.00	1.00000	\$2,200.00	N/A
Expenditure	Other	Vehicle Insurance	\$0.00	0.00000	\$0.00	\$1,700.00	1.00000	\$1,700.00	N/A
Expenditure	Other	Vehicle Maintenance	\$0.00	0.00000	\$0.00	\$2,200.00	1.00000	\$2,200.00	N/A
Expenditure	Other	Gasoline	\$0.00	0.00000	\$0.00	\$200.00	1.00000	\$200.00	N/A
Expenditure	Other	Computer Software/Hardware	\$0.00	0.00000	\$0.00	\$200.00	1.00000	\$200.00	N/A
TOTALS			\$452,539.00		\$167,171.00	\$465,757.00		\$166,571.00	100%

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

Administration

Administration - Select the counties to be served in the proposed implementation work plan.

- | | | | | | | |
|-------------------------------------|------------------------------------|------------------------------------|--------------------------------------|---------------------------------------|---|-------------------------------------|
| <input type="checkbox"/> Allen | <input type="checkbox"/> Coffey | <input type="checkbox"/> Geary | <input type="checkbox"/> Johnson | <input type="checkbox"/> Miami | <input type="checkbox"/> Pratt | <input type="checkbox"/> Sherman |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Comanche | <input type="checkbox"/> Gove | <input type="checkbox"/> Kearny | <input type="checkbox"/> Mitchell | <input type="checkbox"/> Rawlins | <input type="checkbox"/> Smith |
| <input type="checkbox"/> Atchison | <input type="checkbox"/> Cowley | <input type="checkbox"/> Graham | <input type="checkbox"/> Kingman | <input type="checkbox"/> Montgomery | <input type="checkbox"/> Reno | <input type="checkbox"/> Stafford |
| <input type="checkbox"/> Barber | <input type="checkbox"/> Crawford | <input type="checkbox"/> Grant | <input type="checkbox"/> Kiowa | <input type="checkbox"/> Morris | <input type="checkbox"/> Republic | <input type="checkbox"/> Stanton |
| <input type="checkbox"/> Barton | <input type="checkbox"/> Decatur | <input type="checkbox"/> Gray | <input type="checkbox"/> Labette | <input type="checkbox"/> Morton | <input type="checkbox"/> Rice | <input type="checkbox"/> Stevens |
| <input type="checkbox"/> Bourbon | <input type="checkbox"/> Dickinson | <input type="checkbox"/> Greeley | <input type="checkbox"/> Lane | <input type="checkbox"/> Nemaha | <input type="checkbox"/> Riley | <input type="checkbox"/> Sumner |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Doniphan | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Leavenworth | <input type="checkbox"/> Neosho | <input type="checkbox"/> Rooks | <input type="checkbox"/> Thomas |
| <input type="checkbox"/> Butler | <input type="checkbox"/> Douglas | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Ness | <input type="checkbox"/> Rush | <input type="checkbox"/> Trego |
| <input type="checkbox"/> Chase | <input type="checkbox"/> Edwards | <input type="checkbox"/> Harper | <input type="checkbox"/> Linn | <input type="checkbox"/> Norton | <input type="checkbox"/> Russell | <input type="checkbox"/> Wabaunsee |
| <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Elk | <input type="checkbox"/> Harvey | <input type="checkbox"/> Logan | <input type="checkbox"/> Osage | <input type="checkbox"/> Saline | <input type="checkbox"/> Wallace |
| <input type="checkbox"/> Cherokee | <input type="checkbox"/> Ellis | <input type="checkbox"/> Haskell | <input type="checkbox"/> Lyon | <input type="checkbox"/> Osborne | <input type="checkbox"/> Scott | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Cheyenne | <input type="checkbox"/> Ellsworth | <input type="checkbox"/> Hodgeman | <input type="checkbox"/> Marion | <input type="checkbox"/> Ottawa | <input type="checkbox"/> Sedgwick | <input type="checkbox"/> Wichita |
| <input type="checkbox"/> Clark | <input type="checkbox"/> Finney | <input type="checkbox"/> Jackson | <input type="checkbox"/> Marshall | <input type="checkbox"/> Pawnee | <input type="checkbox"/> Seward | <input type="checkbox"/> Wilson |
| <input type="checkbox"/> Clay | <input type="checkbox"/> Ford | <input type="checkbox"/> Jefferson | <input type="checkbox"/> McPherson | <input type="checkbox"/> Phillips | <input checked="" type="checkbox"/> Shawnee | <input type="checkbox"/> Woodson |
| <input type="checkbox"/> Cloud | <input type="checkbox"/> Franklin | <input type="checkbox"/> Jewell | <input type="checkbox"/> Meade | <input type="checkbox"/> Pottawatomie | <input type="checkbox"/> Sheridan | <input type="checkbox"/> Wyandotte |

Community Profile - Provide a clear and specific description of the community that includes data on community demographics.

Shawnee County, which covers 556 sq. miles, is located in Northeast Kansas and has a total population of 177,499. Shawnee County houses the capitol city of Kansas, Topeka, which has a population of 125,904 or 71% of the total population of Shawnee County. The population distribution of different ethnic groups is as follows: 84.2% white, 12.6% Hispanic or Latino, 8.5% Black/African-American, 1.6% Asian, and 4.2% two or more races. 68.8% of adults are overweight or obese. 45.6% of adults reported consuming fruit less than 1 time per day. 23.4% of adults reported consuming vegetables less than 1 time per day. Shawnee County has a food insecurity rate of 13.3% and a child food insecurity rate of 18.4%. Additionally, 17.4% of adults do enough physical activity to meet both the aerobic and strengthening exercise recommendations. 21.9% of adults currently smoke cigarettes. Median household income is \$55,199. 13.9% of the Shawnee County population lives in poverty.

Statement of Need - Provide a clear explanation and complete, specific data on the prevalence of behaviors and/or chronic disease that justify the selected work plans.

As of January 2019, Former Fire Marshal, Mike Martin stated there have been over thirty residential fires associated with improper disposal of smoking materials in Topeka. Additionally, in the last three years Topeka has had \$458,000.00 worth of contents destroyed, \$2 million in structural damages, five deaths and multiple injuries due multi-unit housing fires associated with smoking. Vulnerable populations, such as senior citizens and children who are at an increased risk for health problems such as heart attack in seniors and asthma in children due to secondhand smoke exposure. This work plan will look to continue documenting current smoke-free multi-unit housing (SFMUH) policies and to increase the number of multi-unit properties with new comprehensive smoke-free policies and ensuring that smoke-free living is not a luxury, but an option available to all, regardless of economic means, race, or ethnicity. SCHD staff will continue the success of implementing tobacco-free policies at all properties owned and managed throughout Shawnee County. Advertising funds requested will be used to raise awareness of the SFMUH initiatives via a partnership with the Topeka Metro and KSNT. Requested funding will also be used to help fund staff time for this activity. Staff time will be dedicated to convening meetings with partners, conducting technical assistance and data research, policy development, and implementation. 28.310 people in Shawnee County reside within census tracts that are considered food deserts by the 2019 American

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28,319 people in Shawnee County reside within census tracts that are considered food deserts by the 2018, American Community Survey 5-year estimate. During the 2019-2020 school year 77.7% of USD 501 (Topeka Public Schools) students were eligible for free or reduced-priced school meals compared to 45.7% of all Kansas K-12 students during the same timeframe. SCHED staff will facilitate the newly formed Shawnee County Farm and Food Advisory Council to ensure timely completion of priorities decided upon by the Council. Funds will be used to create community awareness around the initiatives of the Council, a new food system assessment, council member training, and marketing materials for our annual report.

By implementing Tobacco-Free playgrounds and recreational facilities for all of Shawnee County owned properties, it will increase the environmental support prohibiting the use of tobacco products for all Shawnee County residents (n=177,499) and visitors. This measure will create a safe and healthy environment for those who look to enjoy properties owned by Shawnee County. The implementation will also reinforce our modelled behavior approach for our youth who utilize these properties. Requested funding for this ongoing activity will be used to host a campaign during the month of July which is Parks and Recreation month, CDRR staff time, and any potential advertising of promoting ongoing initiatives from our action steps.

Shawnee County has 4 colleges/universities who will benefit from adopting tobacco and vape-free comprehensive policies. This targeted population of 7,000+ will enjoy less exposure to secondhand smoke and secondhand aerosol from e-cigarettes. Currently, Washburn University has a Tobacco-Free policy which was implemented during the 2016 CDRR work plan; however, this current policy does not include vapes. The funding for this activity will be used to raise awareness around this targeted population, and staff time which will be dedicated to technical assistance, data research, policy development, educational materials and implementation.

The number of children less than 6 years of age who potentially need care in Shawnee County is 10,122 according to the 2019 Child Care Supply Demand Report. However, we currently only have 349 licensed day care homes, group day homes and child care centers available in Shawnee County. The demand for childcare has increased by 555 children while the supply has decreased by 59 providers. Currently, Shawnee County is working to increase the supply of childcare by offering free Child Care Licensing Orientation Classes every month. The work plan can capitalize on these efforts by offering education on tobacco prevention and second and third hand smoke. Furthermore, CDRR staff can facilitate relationships with these potential providers from the start of their business with implementation of a tobacco-free policy. Funding for this work plan will be overarching of CDRR staff time for presentations at the free Child Care Licensing Orientation Classes, policy development, printing of educational materials, and paid social media

Community Capacity – Describe plan for Staff, partnership collaboration, resources and necessary training and tools needed to support the work plans.

The Shawnee County Health Department (SCHD) in partnership with Heartland Healthy Neighborhoods (HHN), and Stormont Vail Health have completed the 2018 Community Health Needs Assessment (CHNA) and the 2020-2022 Community Health Improvement Plan (CHIP). These assessments and plans bring together various partners in a wide variety of sectors to develop strategies, objectives, and opportunities for community involvement that align with the goals of improving the health and wellness of Shawnee County.

The work plans selected for this grant application align with current objectives and data found within the current 2020-2022 CHIP, and the results of the 2018 CHNA. Staff and partners will work with the appropriate organizations to provide the correct research and resources to train personnel in order to achieve the goals outlined within our work plans. Several of the partnerships needed to complete this work are already in place and we will be capitalizing on already great working relationships with those partners. For example; tobacco work under the CDRR is with the workgroup, Substance Abuse Taskforce (SAT) which is under the HHN Coalition umbrella. The SAT has also developed task teams; Events & Public Engagement, Communication & Advocacy and Data & Evaluation. These task teams will be focused on multiple substances in an effort to create greater community awareness of the impact substance use has on our county. Our staff will utilize this coalition and task team to disseminate information, communicate, and engage our community for all tobacco work plans, but specifically advocacy work in increasing the number of tobacco-free policies in settings where people gather.

We also plan to specifically partner with the Child Care Licensing program of the SCHD. This will allow us to more directly and efficiently partner with local child care providers to work on smoke and tobacco-free policies. Additionally, this will open up opportunities to collaborate with partners we have not had the privilege to work within the past such as Child Care Aware of Eastern Kansas. Our ongoing efforts with the Multi-Unit Housing industry in Shawnee County has become well-established. Over the last couple of years our partnerships include local management companies such as Heritage Management Company, Topeka Housing Authority, IRET, and Monarch. These relationships will continue to evolve with ongoing technical assistance and free signage to help with enforcement of smoke/tobacco-free policies.

The Shawnee County Farm and Food Advisory Council (SCFFAC) had its first official meeting October 9th, 2019. The role of a SCFFAC is to create an opportunity for discussion and strategy development among various food system stakeholders; with a central purpose of identifying and proposing innovative solutions to improve local food systems, spurring local economic development and making food systems more environmentally sustainable and socially just. Food Councils help improve coordination between government agencies whose policies influence the food system. Councils can also give voice to the concerns of various stakeholders and serve as public forums for the discussion of key food system issues. In this capacity, they help to ensure that food policy is democratic and reflects the diverse needs and perspectives of the food system's various constituents. Additionally, Food Policy Councils often play an active role in educating policy makers and the public about the food system. CDRR staff facilitate these monthly meetings and to move this dynamic work forward, facilitation training is a must. Therefore, funding for this type of training will be paramount to food policy work.

SCHD staff funded through CDRR will specifically work to disseminate information on the CDRR work plans to key stakeholders to build support around each intervention. SCHD staff will facilitate meetings and workgroups (ex: food advisory council, SAT, and lunch n learns), offer technical assistance to partners, conduct research and data analysis, create GIS maps, and network with additional partners and stakeholders.

Health Equity – Provide details on community plan for engaging and impacting populations experiencing preventable health inequities and how your community will work to advance health equity community-wide.

The Heartland Healthy Neighborhoods (HHN) coalition in 2018 created a workgroup specifically targeting health equity issues in the Shawnee County community. The specific work plans chosen for FY21 focus on engaging and impacting populations experiencing health inequities we can prevent. For example, our smoke-free multi-unit housing work plan will be focusing on residents who live in multi-unit housing complexes. 21% of housing units in Shawnee County are multi-unit housing and research shows that drifting smoke can travel from one apartment to another through the ventilation systems, plumbing, cracks in the drywall, and outlets. Research also shows that individuals with low socioeconomic status are more likely to use tobacco products, as such; an individual who lives in either a cost-assisted multi-unit housing

or private multi-unit housing should not have their health affected by a neighbor who decides to use tobacco products because they might not be able to afford to live somewhere else. Work will continue to host additional community health forums in underserved areas of our community in order to address the direct needs of the community members living in those areas. Another great example is the SCFFAC which specifically states in the Bylaws the purpose and objectives are to bring together diverse groups of public and private stakeholders in a collaborative effort to improve access to locally grown and healthy foods to strengthen our community food system. One specific objective is to increase consistent and equitable access to affordable, nutritionally adequate, culturally relevant, and safe food for all Shawnee County residents.

TITLE: Tobacco-Free Childcare Facilities

Multi-Year SMART Objective: By June 30th, 2023 increase the number of tobacco-free policies in licensed commercial and home based child care facilities from 0-15.

Annual SMART Objective: By June 30th, 2021 increase the number of tobacco-free policies in licensed commercial and home based child care facilities from 0-3.

Target Population: The number of children less than 6 years of age potentially needing care in Shawnee County (n=10,122) (2019 Child Care Supply Demand Report).

Target Organizations: Shawnee County licensed day care homes, group day homes and child care centers in Shawnee County (n=308) (2019 Child Care Supply Demand Report).

Action Steps (5-10 steps):

- 1. Communicate with Child Care Licensing program at Shawnee County Health Department for referrals and database in Shawnee County.**
- 2. Establish warm introductions with childcare providers through community partners and child care licensing classes/orientations.**
- 3. Partner with Maternal Child Health promising practice classes "Becoming a Mom" to present to expecting mothers about child care providers offering Tobacco-free policies and the health effects of secondhand smoke and third hand toxins.**
- 4. Develop and implement sustainable tracking mechanism for tobacco-free policies for Shawnee County child care providers.**
- 5. Communicate with other counties with tobacco-free child care policies currently in place.**
- 6. Meet with child care licensors, childcare providers, parents/guardians and other stakeholders to discuss 2nd hand smoke, 3rd hand smoke and tobacco-free child care policy.**
- 7. Refer staff, parents and guardians to resources to help them become tobacco-free; including but not limited to the KS Tobacco Quitline.**
- 8. Provide child care providers with smoke/tobacco free signage. Signage will only be given to providers who verify implementation of a comprehensive tobacco free policy.**
- 9. Offer ongoing assistance after adoption of a comprehensive tobacco free policy.**

Performance Measures:

- 1. Number of early childhood organizations educated in tobacco prevention and secondhand and third hand smoke education. Data Source: Childcare Licensing Orientation Classes and meetings. Baseline: 0**

2. Number of early childhood organizations that have implemented PSE changes to expand tobacco education and reduce secondhand and third hand smoke exposure. Data Source: Childcare provider database and documented policies.

Communication interventions:

Describe any Social media activities: Upload video to our YouTube channel and make available on our Health Department website the presentation offered at the Child Care Licensing Orientation and Becoming a Mom classes.

Earned Media – Describe activities to capitalize on local interventions, national reports/data releases and current events to generate at least four instances of earned media:

1. The week of the Young Child is April 8th-12th, we will capitalize this week to promote the importance of adopting Tobacco Free policies with child care providers, parents and guardians via media release and informational handouts.
2. Shawnee County Health Department hosts “Becoming a Mom” every other month. During these classes SCHD staff will present to expecting mothers about child care providers offering Tobacco and Nicotine free policies and the health effects of secondhand smoke and third hand toxins.
3. SCHD staff will present to child care providers during the Child Care Licensing orientations held at Shawnee County Health Department, typically held the 1st Monday of every month.
4. SCHD staff will plan to cultivate a relationship with child care providers through the Child Care Provider Coalition. This could potentially bring an increase in this community’s awareness and support about adopting tobacco and nicotine free policies.

Describe activities for at least two public relations efforts geared towards policy makers and focused on priority policy issues:

1. CDRR staff will attend the Kansas Prevention Advocacy Day and set an appointment with a local Legislator. CDRR staff will educate/inform him/her about our ongoing efforts regarding Tobacco Free policies in licensed child care facilities in Shawnee County.
2. Presentation to the Board of County Commissioners and the City of Topeka.

Optional Paid Media – Describe activities to perform proposed paid media activities including paid contact content on social media:

Proposed boosting of Facebook events for Childcare Licensing Orientation classes.

Evidence and Long-Term Impact - Describe how work plan is evidence based; linked to sustainable policy, systems or environmental changes; shows synergy with other work in the community; and appears very likely to produce significant long term positive impact:

A child care center is an environment where children are nurtured and good habits are encouraged. Child care programs establish partnerships with families that can be a positive force in encouraging healthy habits in children's homes. Today, while local and state smoke-free workplace laws protect a majority of the U.S. adult population, many children continue to be exposed to secondhand and third hand smoke in environments where they spend the most formative years of their lives: commercial and home based childcare settings.

According to the Centers for Disease Control and Prevention (CDC), exposure to nicotine and tobacco toxins is dangerous, especially for infants and children. Children exposed to second and third hand smoke toxins are at a higher risk of health issues, including SIDS, acute respiratory infections, ear infections, learning disabilities, behavioral problems, and asthma. The Surgeon General Report of 2014 states there is no safe level of tobacco exposure. Children can be protected from both second and third hand smoke by creating a tobacco-free environment. The Journal of Pediatrics states that, even at very low levels, tobacco smoke exposure is associated with poor academic performance and higher rates of behavioral problems in children. The Americans for Nonsmokers' Rights states that third hand smoke is the toxic residue from cigarettes and cigars that remains on surfaces such as clothing, hair, skin, pets, carpet, walls, furniture, and cars. Third hand smoke also contains nicotine and cancer-causing chemicals, including arsenic, lead and cyanide. The American Association of Poison Control Center states that less than one teaspoon of nicotine could be fatal to a young child.

Currently, regulation K.S.A. 65-530 in Kansas states smoking is prohibited in day care homes. However, "smoking" means possession of a lighted cigarette, cigar, pipe or burning tobacco in any other form or device designed for the use of tobacco. Furthermore, smoking is only prohibited inside the home; not porches, yards or garages. This regulation does not state anything about the usage of e-cigarettes, JUULs or vaping inside the day care home. This could potentially allow childcare providers to possess PODs for their e-cigarette devices which could have high levels of nicotine in the juice. In the event of children being exposed to these dangerous products, it could be fatal. Third hand smoke is another issue with the current regulation for KS. Nowhere does it state that home daycare facilities are prohibited to smoke inside their homes during non-business hours. Therefore, third hand smoke is another health concern for young children to be exposed to during business hours of the daycare facility.

Encouraging child care providers to adopt tobacco-free policies is important for Shawnee County youth, 24 hours a day 7 days a week. Our work plan includes cultivating relationships with internal and external organizations in Shawnee County such as Child Care Aware of Eastern Kansas, Maternal Child Health – Becoming a Mom classes at the Shawnee County Health Department (SCHD), Child Care Provider Coalition of Shawnee County, and Child Care Licensing at the SCHD. Child Care Aware of Eastern Kansas has provided data in Shawnee County stating that our supply is not meeting our demand for child care.

Our Child Care Licensing program is helping to bridge that gap by hosting Child Care Licensing Orientation Classes every month to potentially recruit more childcare providers, with special free orientations offered periodically. These classes will allow SCHED staff to introduce the concept of adopting tobacco free policies from the start of their business. SCHED staff will also work with our Child Care Licensing program to become more acquainted with already existing child care providers in Shawnee County. A potential presentation at the Child care Provider Coalition of Shawnee County meetings will be another avenue to educate and promote this intervention. Communication with other counties who currently have tobacco-free child care and daycare facilities will allow us to analyze and overcome potential gaps and barriers to the success of this intervention.

TITLE: Establish new food policy councils and/or implement one or more food policy council priorities that advance policy, system, and environment changes to support a healthy food system and improve food access.

Multi-Year SMART Objective: By June 30th 2023, Implement 3 priorities established by the council and publish an updated assessment for the Shawnee County Food System.

Annual SMART Objective: By June 30th 2021, implement 1 priority established by the Shawnee County Farm and Food Advisory Council.

Target Population: Shawnee County Residents: (177,499)

Target Organizations: City/ County Policy Makers (n=39) (county commissioners, city council members, mayors and human resources officials), farms (n=847), food retail (n=375) (retail establishments, grocery stores, convenience stores, "Big Box Stores", farmers markets), food manufacturing and distribution (n=19), school districts (n=5) and campuses (n=2), and all residents of Shawnee County (n=177,499).

Action Steps (5-10 steps):

1. Submit Shawnee County Farm and food policy council information into the John Hopkins Food Policy Networks Directory.
2. Conduct an actionable plan of efforts to increase utilization of healthy and locally produced foods in Shawnee County food deserts.
3. Create objectives for sub committees (work groups) under the Shawnee County Farm and Food Advisory Council to support our overarching objectives of decreasing food deserts in Shawnee County.
4. Continue ongoing efforts of food system assessment as it evolves in Shawnee County.
5. Create opportunities for strategic development and partnerships with the local food system stakeholders in Shawnee County.
6. Capitalize on ongoing seminars and training opportunities for the SCFFAC members to attend and benchmark other communities' science based evidence approach to sustainable outcomes and overcoming barriers.

Performance Measures:

1. Number of city/town jurisdictions covered by the food policy council.
Data Source: County and City Resolutions
Baseline Value: 6/6

2. Sectors of organizations represented on food policy council (e.g., farmers/gardeners, processors, transporters/distributors, grocers/wholesalers, restaurateurs/chefs, food banks/pantries, consumers, waste management/composting, public health officers, farm and food workers advocates, elected officials/policymakers, other government representatives, and other community members).
 1. Data Source: Membership structure located within the SCFFAC Bylaws
 - a. Baseline Value: Chef, Farmers, Education, livestock, health access, Food insecurity, community member and government representative

3. Number of organizations represented on food policy council. 12

4. Type of food policy council priority(-ies) that advance(s) PSE change to support a healthy food system and food access.
 1. Data Source: Priorities listed within the SCFFAC Strategic Plan
 2. Baseline: 0

5. Number of food policy council priorities that advance PSE change to support a healthy food system and food access.
 1. Data Source: Priorities listed within SCFFAC Strategic Plan
 2. Baseline: 0

Communication interventions:

Describe any Social media activities: Utilize all of SCHED social media outlets with information to the community regarding the SCFFAC actionable items and education of our food environment.

Earned Media – Describe activities to capitalize on local interventions, national reports/data releases and current events to generate at least four instances of earned media:

1. **County Health Rankings – Annual release of County Health Rankings. This gives us the opportunity to discuss specific interventions happening in our community with the media.**
2. **National Nutrition Month – March is National Nutrition Month. Capitalizing on media attention during the month of March would give us the opportunity to discuss possible food system interventions in our community with the media.**

3. **Farmer's Market Week** – The first full week of August is Farmer's Market Week. This would give us the opportunity to discuss the Farmer's Markets in Topeka/Shawnee County and how they impact the food system.
4. **Shawnee County Sustainable Food System Survey** – The information we gather will allow us to identify and prioritize highest impact areas for our council to focus on. We will also use this information to raise key findings to our elected officials and partner organizations to advocate for ongoing efforts to support the local food system.

Describe activities for at least two public relations efforts geared towards policy makers and focused on priority policy issues:

1. Present to the Board of County Commissioners the results of Shawnee County Sustainable Food System Survey.
2. Present to the Board of County Commissioners and other local municipalities relating to the work and progress of the SCFFAC and specifically the Annual Report.

Optional Paid Media – Describe activities to perform proposed paid media activities including paid contact content on social media: Marketing materials for the Annual Report.

Evidence and Long-Term Impact - Describe how work plan is evidence based; linked to sustainable policy, systems or environmental changes; shows synergy with other work in the community; and appears very likely to produce significant long term positive impact:

Food Policy Councils attempt to establish platforms for coordinated action at the local level. The Shawnee County Farm and Food Advisory Council (SCFFAC) will use the whole systems approach to create partnerships, develop policy, educate, and advocate for improvements to the local food system to encourage a healthy community, sustainability, and economic development.

Poor nutrition is one of the three main risk factors leading to most chronic diseases. Based on our local 2018 Community Health Needs Assessment (CHNA), adults consuming the recommended number of fruits and vegetables and obesity were identified as two of the top health priorities in Shawnee County. Access to healthy food was also identified as a top health issue according to our 2017 local Food System Assessment (FSA). The 2018, American Community Survey 5-year Estimates indicates 28,319 people in Shawnee County reside in food deserts, 13.3% of Shawnee County residents are food-insecure, and 18.4 % of children live in households that are food in-secure. According to the Shawnee County Food System Assessment, in 2015, nine census tracts within Shawnee County met the definition of a food desert; approximately 30,000 people live in those nine census tracts. In addition, 10,100 Topeka 501 School district students (k-12) qualify for free or reduced price school meals for the 2019-2020 school year.

The objective of the SCFFAC is to address the needs and bridge the gaps in our local food system. The Council will bring together diverse groups of public and private stakeholders in a collaborative effort to improve access to locally grown and healthy foods. The SCFFAC communication and civic action will allow a chance for strategic partnerships to shape the nature of the food system that affects all of Shawnee County residents. We will identify and propose inventive solutions to improve local food systems, spur economic development, and create sustainability. The SCFFAC will play an active role in

educating policy makers and the public about the food system. The SCFFAC survey could possibly be a working document to allow us to gage the current food system in different census tracks throughout Shawnee County. This will allow us to engage expert practitioners and seek community input to better understand a community's food environment. The survey will give us insight to connect specific stakeholders, align appropriate program leaders for each specific issue. Furthermore, we can use this survey to educate leaders and the community by creating fact sheets, supporting community outreach efforts, and hosting educational events.

The full potential of SCFFAC is backed by a collection of experience that shows a positive powerful overall trend. In the 2009 Food Policy Councils: Lessons Learned; neighborhoods can directly influence the policies of their local food systems, creating a context in which equitable and sustainable alternatives for ensuring good healthy food, are allowed to flourish. They are changing the rules to encourage these alternatives to scale up into government, scale out geographically and "scale in" in to local neighborhoods.

Activity: Smoke-Free Multi-Unit Housing

Multi-Year SMART Objective: By June 30th 2023, increase the number of multiunit housing properties in Shawnee County with a smoke free policy from 20 to 28.

Annual SMART Objective: By June 30th 2021, increase the number of multiunit housing properties in Shawnee County with a smoke free policy from 20 to 24.

Target Population: 17,160 units within all the multi-units in Shawnee County, KS

Data source: 2018 ACS 5 year estimate tables B25001

Target Organizations: Multi-Unit Housing properties in Shawnee County (n=82)

Action Steps (5-10 steps):

1. Continue working with property managers and management companies to revise outdated policies to be more comprehensive, educate, and provide Qutline materials.
 - a. Provide evidence based practices to encourage more comprehensive approach in the enforcement.
 - b. Provide talking points to the property managers; specifically issues of health equity with communities' especially low income, who do not have the same protection to breathe clean air in their homes.
2. Continue helping each individual property in steps to implement the policy; including but not limited to holding informational meetings, developing tenant surveys as needed, offering best practices and support, notification of tenants, etc.
3. Create 2-3 lunch and learn events for property owners and/or tenants.
4. Continue to utilize media and community contacts to recognize those properties that adopt policies to help keep the tenants healthy and safe.
5. Promote multi-unit properties who have adopted smoke-free polices on our SCHD YouTube Channel.
 - a. Purchase a video camera and video editing software

Performance Measures:

1. Proportion of multi-unit housing complexes with 100% smoke-free policies in all units, including balconies and patios where applicable.
 - a. Data Source – Multi-unit housing property database and documented policies
 - b. Baseline Value – 13/82
2. Proportion of multi-unit housing complexes with partial smoke-free policies. Partial smoke free policies include apartment complexes that have smoke-free units but policies

do not cover 100% of all units (i.e. only some buildings or sections of buildings have smoke-free units).

- a. Data Source - Multi-unit housing property database and documented policies
- b. Baseline Value – 2/82

Communication interventions:

Describe and Social media activities:

Earned Media – Describe activities to capitalize on local interventions, national reports/data releases and current events to generate at least four instances of earned media:

1. Continue the Who's Who in Smoke-Free Multi Unit Housing Campaign – Using the marketing concept, "Herd Mentality". These videos can be shared on SCHD website and all SCHD social media outlets including YouTube which is mentioned in step 5 of our action steps. The thought is to help those who have smoke-free policies to create popularity among their peers in the industry throughout Shawnee County.
2. During the 2019 grant year, Safe Streets and PARs invited SCHD to present to multiple Multi-Unit Property Managers and Owners about adopting smoke-free and tobacco free policies. This gave us an opportunity to connect with and discuss this topic in more depth with a few individual property managers which ultimately led to more smoke-free adoptions policies. We also learned about other properties who had partial smoke-free policies to add to our database. We have been invited back to continue our efforts and making our multi-unit housing communities smoke and tobacco-free.
3. Social Media campaign during the month of April which is National Apartment Housing Month.
4. Utilize local media sources for promotion and education regarding Smoke-Free Multi Unit Housing in partnership with Topeka Fire Department.

Describe activities for at least two public relations efforts geared towards policy makers and focused on priority policy issues:

1. Present to the Board of County Commissioners an update on the database information and how the Multi-Unit Housing initiatives are progressing throughout the year.
2. During April 2021 present to the Board of County Commissioners about the Who's Who of Smoke-Free Multi Unit housing campaign and bring Tobacco-Free and Smoke-Free signage for visuals.

Optional Paid Media – Describe activities to perform proposed paid media activities including paid contact content on social media:

1. In efforts to create a cohesive marketing approach throughout Shawnee County our smoke-free and tobacco-free signage options for properties we will promote the Who's Who of Smoke-Free Multi-Unit housing campaign on social media via Facebook boost during April of 2021. April is National Apartment Housing Month.

Evidence and Long-Term Impact - Describe how work plan is evidence based; linked to sustainable policy, systems or environmental changes; shows synergy with other work in the community; and appears very likely to produce significant long term positive impact:

Secondhand smoke is the smoke that comes from a person who is smoking tobacco. It contains more than 7,000 chemicals; of these chemicals, 70 are known to cause cancer and hundreds are known toxins. The U.S. Surgeon General's Report states that there are no risk-free levels of smoke exposure, and the only way to protect people from the dangers of secondhand smoke is to eliminate the smoke exposure. Research shows that drifting secondhand smoke can travel from one apartment to another through the ventilation systems, plumbing, cracks in the drywall, and outlets. Shawnee County has laws making workplaces, public places, restaurants, and bars smoke-free. However, many Shawnee County residents in multi-unit housing still breathe secondhand smoke in their homes.

Secondhand smoke has negative health effects for tenants living in multi-unit housing, especially vulnerable populations such as senior citizens and children. These groups are at an increased risk for health problems; such as heart attacks in seniors and asthma in children. Exposure to secondhand smoke increases the risk of health problems such as:

- Heart disease, heart attack and increase heart rate
- Bronchitis and pneumonia
- Burning eyes and throat
- Ear infections
- Nose bleeds
- Increased blood pressure
- Frequency and severity of asthma
- Headaches
- SIDs
- Low birth weight and pre-term babies
- Lung cancer
- Emphysema

Smoking related fires are usually caused by improper disposal of smoking materials; often by someone who has fallen asleep or may be under the influence of alcohol. A dropped cigarette may lie in furniture or bed linens and could smolder for up to 30-45 minutes. (Tobacco Control Legal Consortium: "Regulating Cigarettes for Fire Safety." 2007) Mike Martin, Former Fire Marshal for the City of Topeka stated that from 2016 to 2019 we have had over 30 fires related

to improper disposal of smoking materials. These fires are happening in multi-unit housing complexes; specifically, on balconies, porches, trash cans, and mattresses. Also in these three years in Shawnee County we have had \$458,000.00 worth of contents destroyed, \$2 million in structural damages, five deaths and multiple injuries, all related to multi-unit housing fires from improper disposal of smoking materials. According to Jay Coverdale from Servpro Topeka West, a fire damage restoration company, clean-up and mitigation from all smoking related fires in multi-unit structures can take over a year.

The objectives, actions steps, earned media and public relation efforts we propose for this activity are sustainable and are very likely to produce significant long term positive impact. Smoking in multi-unit housing is a fire risk. Restricting smoking can decrease the likelihood of accidental fires. Adopting smoke-free policies keeps units in better condition, making them more attractive to prospective residents and buyers. It can reduce the risk of fires, making the properties safer for residents, and possibly even saving money on insurance costs. Property managers can minimize the time, effort, and cost of refurbishing carpets, drapes, and repairing burn holes on countertops and floors. The health benefits are exponential from adopting smoke-free or tobacco-free policies. Smoke-free multi-unit housing is an important policy strategy to address health inequities in our community. By adopting smoke-free or tobacco-free policies we can eliminate exposure to secondhand smoke in people's homes, communities can ensure that smoke-free living is not a luxury, but an option available to all, regardless of economic means, race, or ethnicity.

Prevention (4)

Multi-year SMART objective:

By June 30th, 2023, increase the number of college campuses in Shawnee County with tobacco and vape-free comprehensive policies from 0 of 4 to 4 of 4.

Annual objective:

By June 30th, 2021, increase the number of college campuses in Shawnee County with tobacco and vape-free comprehensive policies from 0 of 4 to 2 of 4.

Target Population:

College Students (n=7000+)

Staff/faculty (n=1200+)

Target Organization:

Washburn University, Rasmussen College, WTI, and Baker University.

Action Steps:

1. Review comprehensive policies of each college for loopholes in tobacco free policies they might already have, focusing on the lack of coverage in terms of vaping.
2. Gather data and materials in order to support the case that vaping is harmful to the health of those subjected to it.
3. Meet with organizations such as School of Nursing, Respiratory Therapy Program, Kinesiology Program, and Faculty Senate from each college that can affect policy change on campus.
4. Prepare and present presentations with each of the aforementioned organizations on why they should update their policies to include e-cigarettes in their tobacco free policy.
5. Work side by side with Substance Abuse Task Force, American Lung Association, and American Heart Association to help write fully comprehensive policies to create completely tobacco free campuses which include e-cigarettes.
6. Present drafted policy to student government
7. Present drafted policy to faculty senate
8. Adopt Policy
9. Follow up with each campus by providing proper signage for their campuses to help enforce and educate students, faculty, and visitors of new policies.

Performance Measures and Data Sources

- a. # of college or university students who participate in tobacco-use prevention activities: Data source: Environmental observation and SCHD Database Baseline: 0
- b. Proportion of post-secondary institutions with 100% tobacco-free college campus policies: Data source: School policy and guidance handbooks. Baseline: 0
- c. # of students protected by a 100% tobacco-free college campus policy: Data Source: Admissions. Baseline: 0

- d. # of staff protected by a 100% tobacco-free college campus policy. Data source: Human Resources. Baseline: 0

Describe any social media activities:

Tobacco Tuesdays are ongoing posts every Tuesday on the Shawnee county social media accounts that often focus on the dangers of tobacco and nicotine. Recently most posts have aimed to target vaping educations, cessation materials, and updates of new vaping legislation.

Earned Media:

1. Partner with the student government body to develop a 1 Day Stand Initiative. This event can be done any time of the year. This event encourages current smokers and e-cigarette users to quit for one day, with an aim to quit for good. It raises awareness of the benefits of a 100% tobacco-free campus policy.
2. Capitalize on the Scorch the Porch event at Washburn University. This event is presented to the student body to educate and connect community partners and organizations.
3. Stall Talk campaign across all colleges/universities in Shawnee County. Create educational Tobacco-Free Campus materials for restrooms, laundry facilities, cafeterias and libraries.
4. Work with editor of the colleges/universities newspaper to drum up support for the initiative. Write educational articles about current campus tobacco policy, negative effects of secondhand smoke and aerosol, and how peer universities changed their tobacco policies.

Public Relation Efforts

1. Board of County Commissioners update
2. Present to the City of Topeka in regards to priorities, action plans, and resolutions

Evidence and Long-Term Impact:

According to the University of California San Francisco, Vapes do not just emit "harmless water vapor." Secondhand aerosol (incorrectly called vapor by the industry) from vapes contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer (No-smoke.org). This can be problematic in areas in which you are forced to share space with one another such as college campuses. Close quarter contact areas can have much higher impact when subjected to secondhand aerosol repeatedly. On a college campus these areas can include dorm rooms, shared living spaces, classrooms, libraries, cafeterias, study halls, gyms, and even sporting events. Emerging data from John Hopkins University of Medicine suggests that being subject to direct or secondhand aerosol consistently has links to chronic lung disease, asthma, and cardiovascular disease. No person should be subject to unwanted inhalation of potentially harmful chemicals while trying to further their education.

From a public health standpoint, nicotine is among the top 5 most addictive substances known to exist on earth (Americanaddictioncenters.org). Withdraws from nicotine dependence are often linked to an increase in depression and anxiety, something that already affects and absorbent amount of teens already. Anxiety and depression are both leading causes of suicide which is the second highest cause of

death in college student (safecolleges.com). The human brain, on average, is not fully developed until the age of 25. This makes consistent and habitual drug usage predominately detrimental to the development of a human brain as the average college age range is 18-25. In an age range that is vital to the health of a developing brain with many college students experiencing more freedom than ever before, the reduction habitual smoking and vaping is crucial. Research shows that comprehensive tobacco-free policies work by making it easier for tobacco related users to quit, protecting nonsmokers from secondhand smoke and other tobacco byproducts, and by de-normalizing tobacco use. Comprehensive tobacco-free and vape-free college campus policies specifically decrease positive attitudes, tobacco and vape usage, and decrease overall smoking rates. In 2019, about 12 of every 100 middle school students (11.5%) and about 30 of every 100 high school students (29.9%) said they had ever tried two or more tobacco products. Youth who use multiple tobacco products are at higher risk for developing nicotine dependence and might be more likely to continue using tobacco into adulthood (cdc.gov).

Comprehensive tobacco-free and vape-free policies do not negatively impact enrollment. A survey done in Oregon showed that 2/3 of students preferred to attend a smoke-free campus and 3/4 said that it is ok for colleges to prohibit tobacco use on campus. Numerous studies demonstrate that employees who smoke tobacco have higher levels of absenteeism and healthcare costs in comparison to employees that don't smoke. It is estimated that it costs an extra \$5,816 annually to employ a smoker. The average JUUL user (one of the most prevalent vape brands used by teens) goes through one nicotine cartridge every two days. Many heavy users self-report the usage of one to one and a half cartridges per day. The average cost of these cartridges is \$5 per cartridge, not including the initial price of the vaping system itself. This translates to an economic cost of roughly \$900-\$2000 dollars per year per vape-user.

In United States:

15.1% of adults smoke

As of January 2, 2020:

2,487 smoke-free campuses

2,062 tobacco-free campuses

2,094 include provisions against e-cigarettes

39.4% of smokers say their level of smoking increased during college

480,000 adults die each year from tobacco related illnesses

41,000 die in relation to second hand smoke related problems

5.6 Million children under the age of 18 that will die prematurely from tobacco use

Activity: SH2 – Increase the number of tobacco-free policies in settings where people gather (e.g., parks, trails, farmers markets, sports arenas and outdoor work areas).

Multi-Year SMART Objective:

By June 30th 2023, work with SCP+R to ensure that all parks, recreational areas and greens spaces managed by SCP+R have updated signage and continue technical assistance to ensure proper communication and enforcement.

Annual SMART Objective: By June 30th 2021, create a Shawnee County Parks and Recreation (SCP+R) policy that would designate play grounds and community centers/buildings managed by SCP+R to be tobacco-free.

Target Population:

Shawnee County residents and visitors (n=177,499)

Target Organizations:

Shawnee County Parks and Recreation: Parks, Recreational areas and Green spaces (n=2,645 acres parkland, 27 community centers, pools, sports fields, etc.)

Action Steps (5-10 steps):

1. FY20 annual objective was to adopt a Tobacco-Free policy. In the event it rolls into FY21, we will continue with adopting the Tobacco-Free policy for playgrounds and community centers/buildings.
2. Multi Media campaign dissemination action step (we will continue to roll out pieces during FY21)
3. SCP+R Staff training action step (full-time and seasonal staff)
4. Begin placing tobacco-free parks signage in anticipation of enforcement 30 days after adoption of policy, continue to offer technical assistance to recreation and park leaders until all facilities and playgrounds have updated and current signage.
5. Present in collaboration with SCP+R and park users (youth) the new policy to Shawnee County Board of Commissioners at Commission and at a Topeka City Council meeting.
6. Utilize additional media and community contacts to recognize the adoption of tobacco-free policy.
7. Continue ongoing technical assistance as needed and provide any replacement signage as necessary.
8. Create momentum to address our multi-year objective of adding all parks, recreational areas and green spaces managed by SCP+R.

Performance Measures:

1. Proportion of city/county parks/recreation sites that currently have smoke-free/tobacco-free policies (provide both the total number of city/county parks/recreation sites and the number of city/county parks/recreation sites that currently have smoke-free/tobacco-free policies).
 - a. Data Source: SCP+R playground/community center/building Tobacco-Free Policy.
 - i. Baseline: 140/140 playgrounds, 9/9 community centers, 6/6 aquatic centers, 1/1 cemetery.
2. Proportion of parks/recreation sites that currently have smoke-free/tobacco-free policies in areas accessed by disparate populations (e.g., low income). Provide both the total number of parks/recreation sites and the number of city/county parks/recreation sites that currently have smoke-free/tobacco-free policies in areas accessed by disparate populations.
 - a. Data Source: SCP+R playground/community center/building Tobacco-Free policy.
 - i. Baseline: same as above

Communication interventions:

Describe and Social media activities:

Share imagery from any campaigns completed with youth and volunteers in build up to adoption of the tobacco free policy. Additionally any media events and the implementation of signage in parks would be shared via social media.

Earned Media – Describe activities to capitalize on local interventions, national reports/data releases and current events to generate at least four instances of earned media:

1. July is Parks and Recreation month; depending on the progress of this activity we would use this month to either host a campaign (litterbox, park cleanup, environmental scans) using youth and volunteers or media event for roll out of the policy.
2. Partner with SCP+R to place tobacco-free event signage out during the first large event after adoption (ex: Tulip Time, Tulips at Twilight, Tails on the Trail, Apple Festival, Wheatstock, etc.) and communicate the policy to media and community partners.
3. Continue our ongoing Multi-Media Partnership Campaign with SCP+R: Interview SCP+R leadership team after initial implementation of Tobacco-Free parks ordinance. Then do 3 to 6 month follow up with the same leadership team members regarding the positive outcomes thus far of the new ordinance. These videos/pictures can be shared across all social media platforms with SCD and SCP+R.
4. Social Media Facility Campaign to highlight the Shawnee County Parks and Recreation properties that are Tobacco-Free with the signage enforcement.

Describe activities for at least two public relations efforts geared towards policy makers and focused on priority policy issues:

1. Presentation to Shawnee County Board of Commissioners about the adoption of the Tobacco-Free policy.

2. Present to the BCC during the month of July for Parks and Recreation month and display our marketing campaign.

Optional Paid Media – Describe activities to perform proposed paid media activities including paid contact content on social media:

Evidence and Long-Term Impact - Describe how work plan is evidence based; linked to sustainable policy, systems or environmental changes; shows synergy with other work in the community; and appears very likely to produce significant long term positive impact:

Tobacco related illnesses are the number one cause of preventable deaths in Kansas and the nation; an estimated 4,400 Kansans die each year from tobacco related illnesses, costing more than \$1.12 billion in health care cost and \$1.09 billion in lost productivity. Secondhand smoke exposure will also increase the chance for lung cancer and heart disease showing that the risks of tobacco reach more than just tobacco users. According to the 2020 -2022 Shawnee County Community Health Improvement Plan (CHIP), decreasing tobacco use is one of the top priorities within the community. Additionally, increasing the number of tobacco-free active living spaces is a strategy listed within the CHIP. Furthermore, the limited number of tobacco-free grounds in Shawnee County was found to be an area of concern from completing the CHANGE Tool and usage bans are a proven MAPPS strategy.

The tobacco user is not the only person negatively affected by tobacco use. According to the US Surgeon General, there is no safe level of exposure to secondhand smoke. It is estimated that 400 Kansans die each year from secondhand smoke (KDHE-2010). According to the U.S. Department of Health and Human Service's "The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General" chronic exposure to secondhand smoke subjects the bystander to the same health risks experienced by tobacco users. Even brief exposure can cause short-term damage to healthy individuals, and may represent serious health risks for infants, pregnant women, the elderly, and those suffering from asthma or heart conditions. The same report also shows that most exposure occurs at home and at work. Smoking though is not the only tobacco source harmful to one's health; smokeless tobacco has many of the same harmful health effects and is just as dangerous. Secondhand aerosol from vapes contains nicotine, ultrafine particles and low levels of toxins that are known to cause cancer (No-smoke.org).

According to the 2010 report "Ending the Tobacco Epidemic: A Tobacco Control Strategic Action Plan for the U.S. Department of Health and Human Services" the adoption of comprehensive tobacco-free policies are proven to reduce the negative health outcomes among nonsmokers, decrease tobacco consumption, encourage tobacco users to quit, and to change the social norms regarding the acceptability of tobacco use. In the summer of 2016 the National Recreation and Parks Association put out a position statement

"...encourag[ing] all providers of park, recreation and leisure service to maintain healthy, safe and clean environments that are free of tobacco consumption and use, tobacco products, and

negative behaviors that may worsen public health. NRPA expressly supports a prohibition on the consumption and use of tobacco products at all park and recreation facilities in order to protect the health of our workforce, visitors and the environment”.

On January 29, 2019 SCHED staff presented to the SCP+R Advisory Board asking them to endorse a recommendation to move forward with a tobacco-free parks policy. The Advisory Board voted unanimously to endorse a tobacco-free parks policy that was fully inclusive of all forms of tobacco including electronic cigarettes and to collaborate on the SFY20 Chronic Disease Risk Reduction application. During the SFY20 we have decided to move forward with smaller stepping stones beginning with Tobacco-Free playgrounds and community centers with the overarching goal of a fully comprehensive Tobacco-Free Parks policy.

Prohibiting tobacco use in outdoor spaces automatically reduces secondhand smoke exposure and addresses gaps in the Kansas clean air laws by implementing policy, systems, and environmental changes that will extend to outdoor settings. There is no safe level of exposure to secondhand smoke and recent studies have dispelled the common misconception that outdoor secondhand smoke immediately dissipates into the air and does not pose a health risk (Standford-2007). The toxic chemicals found in cigarette smoke are the same whether you would smoke indoors or outdoors. Work will be done during this activity to gather relevant data that supports the benefits of a Shawnee County tobacco-free parks policy, developing and presenting materials to the Board of County Commissioners supporting the need for this policy, to carry out the development and implementation of the policy, and to promote the change in policy.

salary spreadsheet & enter information in blue highlighted columns. Brown shaded fields will automatically populate based on information entered.

Chronic Disease Risk Reduction Salary Worksheet

Name: Shawnee County Health Department

A minimum .25 FTE (10 hours per week) is required.

Employee Name	Position Title	Total Hours Worked Per Week	Percent of Time Spent on CDRR Grant per Week	Total Hours Worked Per Week on CDRR Grant	Total Salary	CDRR Total Funded Salary	Percent of grant time allocated to Tobacco Use Prevention	Percent of grant time allocated to Physical Activity & Nutrition	Percent of grant time allocated to Arthritis Self-Management
Employee - Jane Doe	Coordinator	40	50%	20	\$50,000.00	\$25,000.00	50%	40%	10%
							\$12,500.00	\$10,000.00	\$2,500.00
Nda Monhollon	Hlth Promo Coordinator	40	70%	28	\$46,696.00	\$32,687.20	80%	20%	0%
							\$26,149.76	\$6,537.44	\$0.00
Mac Leeker	Hlth Promo Specialist	40	60%	24	\$37,190.00	\$22,314.00	75%	25%	0%
							\$16,735.50	\$5,578.50	\$0.00
Raig Barnes	CHOP Division Manager	40	10%	4	\$62,800.00	\$6,280.00	90%	10%	0%
							\$5,652.00	\$628.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00
		0	0%	0	\$0.00	\$0.00	0%	0%	0%
							\$0.00	\$0.00	\$0.00

Salary Totals \$48,537.26 \$12,743.94 \$0.00

External Grantee: Shawnee County Health Department

Grant: Chronic Disease Risk Reduction (CDRR)

Category			Request	Request	Match		Match % Of		
Type	Category	Description	Request Cost	Quantity	Total	Match Cost	Quantity	Match Total Request	
Expenditure	Salary	Amanda Monhollon	\$46,696.00	69.99957%	\$32,687.00	\$46,696.00	0%	\$0.00	N/A
Expenditure	Salary	Zac Leeker	\$37,190.00	60%	\$22,314.00	\$37,190.00	0%	\$0.00	N/A
Expenditure	Salary	Craig Barnes	\$62,800.00	5%	\$3,140.00	\$62,800.00	5%	\$3,140.00	100%
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$13,675.00	100%	\$13,675.00	\$507.00	100%	\$507.00	4%
Expenditure	Benefits	FICA 7.65% of Salaries	\$4,448.00	100%	\$4,448.00	\$240.00	100%	\$240.00	5%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$4,859.00	100%	\$4,859.00	\$1,030.00	100%	\$1,030.00	21%
Expenditure	Benefits	Other Benefits 2.74% of Salaries (Unemployment & Worker's Comp)	\$1,593.00	100%	\$1,593.00	\$86.00	100%	\$86.00	5%
Expenditure	Supplies	Office Supplies	\$0.00	0.00000	\$0.00	\$500.00	1.00000	\$500.00	N/A
Expenditure	Travel	Mileage - 2,609 miles @ \$0.575 per mile	\$0.00	0.00000	\$0.00	\$1,500.00	1.00000	\$1,500.00	N/A
Expenditure	Travel	Travel - Per Diem, parking, toils, hotels, flights	\$0.00	0.00000	\$0.00	\$4,000.00	1.00000	\$4,000.00	N/A
Expenditure	Travel	Training Registrations	\$0.00	0.00000	\$0.00	\$3,000.00	1.00000	\$3,000.00	N/A
Expenditure	Paid Media	Tobacco - Smoke Free Multi-Unit Housing Commercials - KSNT	\$0.00	0.00000	\$0.00	\$5,500.00	1.00000	\$5,500.00	N/A
Expenditure	Paid Media	PAN - Marketing & Printing Materials	\$0.00	0.00000	\$0.00	\$2,000.00	1.00000	\$2,000.00	N/A
Expenditure	Paid Media	Tobacco - Smoke Free Universities, Child Care, Multi-Unit Housing - Facebook	\$0.00	0.00000	\$0.00	\$500.00	1.00000	\$500.00	N/A
Expenditure	Other	Indirect Costs - 20.3% of Federal Direct Expenses	\$5,296.00	1.00000	\$5,296.00	\$0.00	0.00000	\$0.00	N/A
TOTALS			\$176,557.00		\$88,012.00	\$165,549.00		\$22,003.00	25%

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

Administration and Management

A: ADMINISTRATION

1. List each Family Planning service site location (complete address) for your organization. Do NOT submit "same as last year" or leave blank.

Shawnee County Health Department (SCHD) 2115 SW 10th Ave. Topeka, KS, 66604

2. List service areas covered (counties) by your Family Planning service sites. Do NOT submit "same as last year" or leave blank.

Majority of services will be provided to Shawnee County residents but expect to also provide services to residents in neighboring counties.

3. List the hours of operation for each Family Planning service site. Do NOT submit "same as last year" or leave blank.

Our location will be open Monday, Thursday, Friday 8am-5pm, Tuesday 10am-7pm, and Wednesday 8am-Noon, and 2-5pm.

4. List the Family Planning clinic hours of operation for each service site. Do NOT submit "same as last year" or leave blank.

We expect to provide family planning services Tuesday 10am-7pm, Wednesday 8-Noon and 2-5pm, and Thursday 8am-Noon.

5. List the following information for FP staff members at each FP service site: 1)name; 2) position and 3) e-mail address.

Carrie Delfs, Clinical Services Division Manager, carrie.delfs@snco.us Dianna Yates, Clinical Services Team Leader, dianna.yates@snco.us Lorelei Logan, Support Services Supervisor, lorelei.logan@snco.us David Ade, RN, david.ade@snco.us Elaine Deters, RN, elaine.deters@snco.us Marvena Griffin, RN, marvena.griffin@snco.us Deanna Miles, RN, deanna.miles@snco.us Carrie Jenkins, APRN, carrie.jenkins@snco.us Gloria Cabrera, Spanish Interpreter, gregoria.cabrera@snco.us Michelle Perez, Office Assistant II, michelle.pcrz@snco.us Dawn Rangel, Office Assitant II, dawn.rangel@snco.us

6. Identify the primary point of contact for your Family Planning program (who can answer program questions). Do NOT submit "same as last year" or leave blank.

Carrie Delfs

7. Identify the primary point of contact for your Family Planning DAISEY data (who can answer DAISEY data questions). Do NOT submit "same as last year" or leave blank.

Carrie Delfs

8. You must upload a current organizational chart for each service site. The chart should clearly identify: 1) where the FP program falls within the organization; and 2) the staff members associated with the FP program. Note: Your application will not be reviewed if this is not submitted.

9. You must upload a copy of your current FP schedule of fees and discounts. If you are a new applicant, attach a tentative schedule of fees and discounts. Note: Your application will not be reviewed if this is not submitted.

10. List the contracts your organization has in place with insurance companies and your systems for third-party billing (reimbursement for

Aetna, Blue Cross Blue Shield (excluding Value Blue), Century Coventry Medicaid/KanCare (including Aetna, Sunflower State Health Plan and UnitedHealthcare) Medicare United Health Care Commercial Insurance, United Health Care Medicare Advantage Plan.

11. Describe how your organization will assist and facilitate enrollment of clients into health insurance and Medicaid.

KanCare applications are available and clerical staff, including a Spanish interpreter, will be available to assist. An eligibility specialist from KDHE provides the applications and contact information is available if assistance is needed.

12. Summarize your staff management plan and address the following items: 1) documentation kept on file; 2) verification of staff licensure; 3) mandated training; 4) performance appraisal process; and 5) professional development plans.

1. Shawnee County Human Resources is responsible for all staff documentation. Staff files are also kept by the director electronically. 2. All Shawnee County new hires have verification of staff licensure upon hiring (SCHD P&P 20.27) as well as routine checks of the U.S. Department of Health and Human Services list of Excluded Individuals/Entities (SCHD P&P 1.67). The SCHD HR staff person maintains a file of all current professional licenses held by staff. 3. We will follow our Workforce Development Plan which outlines mandatory training such as HIPAA, Bloodborne Pathogens, and Sexual Harassment. Required trainings specific to the Family Planning program staff will be tracked by the Clinical Services Division Manager. 4. Annual evaluations will be completed as outlined by the Shawnee County Human Resources Policy Manual. Evaluations are also completed for new employees upon completion of their probationary period. Special evaluations will be completed as needed. 5. Professional Development Plans are not currently part of the SCHD Workforce Development Plan.

13. Describe your organization's process for orienting and training staff new to the Family Planning program.

We are just getting ready to start our FP services. Our new APRN has spent time shadowing at neighboring local health department family planning programs. FP staff are also completing the required training.

14. Does your organization currently utilize an interoperable electronic health record (EHR) system?

Yes

No

15. If you answered YES, identify the EHR system your organization currently utilizes. If you answered NO, describe the efforts and progress towards implementing an EHR system (include a project timeline for implementation). If you are not pursuing adoption of an EHR, explain why.

We use ezFMRx by Custom Data Processing (CDP).

Evaluation

B: EVALUATION

1. Describe your Family Planning program's quality assurance and quality improvement processes.

Shawnee County has a quality improvement plan and team designed to address ongoing quality improvement activities across all SCHD programs. Specific Family Planning program indicators will be identified when we begin seeing patients. These indicators will be monitored on a quarterly basis by the SCHD Leadership Team, the Family Planning Advisory Committee, and the QI Committee.

2. Describe your organization's process for assessing and tracking Family Planning client satisfaction with program services and how the information will be used to inform program or service decisions and improvements.

We will plan to distribute client satisfaction surveys to all FP clients over the course of one month, twice per year. Results of the survey will be used to inform program decisions.

3. You must upload your current Family Planning Client Satisfaction Survey tool(s) used by your organization. Note: Your application will not be reviewed if this is not submitted.

4. Describe your organization's plan for collecting and entering client information into the DAISEY system, including who will collect the information and how it will be entered into the system. If you plan to import information from another system including an electronic health record (EHR) system, specify the system/EHR.

SCHD will be using the exEMRx to collect data from the patient at the time of their visit. Data will be transferred from the EMR to DAISEY via an interface. Clerical staff will collect data when an appointment is scheduled and/or at the time of check in. Clinical staff will collect data through forms built in to the EMR as they serve the client.

5. Number of unduplicated Family Planning clients served in calendar year (CY) 2019 (Jan-Dec).

0

6. Number of unduplicated Family Planning clients projected for CY 2020 (Jan-Dec).

560

7. Number of high-risk (age 19 and under) Family Planning clients served in CY 2019.

0

8. Number of high-risk (age 19 & under) Family Planning clients projected for CY 2020 (your projection should at least maintain or increase your number from CY 2019).

56

9. Number of low-income (at or below 100% of the Federal Poverty Level) Family Planning clients served in CY 2019.

0

10. Number of low-income (at or below 100% of the Federal Poverty Level) Family Planning clients projected for CY 2020 (Your projection should at least maintain or increase your number from CY 2019).

252

11. Describe how your organization will monitor progress towards meeting your proposed objectives for increasing/maintaining Family Planning users (clients).

Data will be collected by staff at the time of service and entered into the EMR. That data will be imported into DAISEY through an interface with the EMR. Reports in the EMR will also be able to determine how many clients have been seen within a certain period of time. These reports will be used to monitor the number of clients we are serving and will inform actions taken to increase or maintain the number of clients we see.

receiving Pap test results showing epithelial cell abnormalities (ASC or more severe). Include how the notifications, referrals and followup are tracked to ensure the clients receive them within six weeks of the date the Pap was read.

The RN will attempt to notify clients of their results by phone three times. If there is no response to our calls, a letter will be sent. Referrals will be made by the provider and followup will be tracked by the RN. Reports from the EMR will be used to ensure that followup is being completed.

C: INTERVENTIONS TO IMPROVE PUBLIC HEALTH

1. Identify the types of contraceptive methods your organization will provide for Family Planning clients. Select all that apply:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Intrauterine Device (IUD-LARC)- Hormonal | <input checked="" type="checkbox"/> Vaginal Contraceptive Ring | <input type="checkbox"/> Emergency Contraception |
| <input checked="" type="checkbox"/> Intrauterine Device (IUD-LARC)- Copper | <input type="checkbox"/> Diaphragm | <input checked="" type="checkbox"/> Spermicide |
| <input checked="" type="checkbox"/> Hormonal Implant (LARC) | <input type="checkbox"/> Contraceptive Sponge | <input type="checkbox"/> Breast Feeding/LAM Method |
| <input checked="" type="checkbox"/> Injectable/ Birth Control Shot (Depo Provera) | <input type="checkbox"/> Cervical Cap | <input type="checkbox"/> Fertility-Awareness Based Method(s) |
| <input checked="" type="checkbox"/> Birth Control Pill | <input checked="" type="checkbox"/> Male Condom | <input type="checkbox"/> Natural Family Planning Counseling |
| <input checked="" type="checkbox"/> Contraceptive Patch | <input checked="" type="checkbox"/> Female Condom | <input type="checkbox"/> Sexual Risk Avoidance (Abstinence) Counseling (SRA) |

2. If you checked any of the LARC methods listed above, indicate below which LARC devices your organization will keep in stock on-site. Select all that apply. If you will NOT be offering these services, select "Will/Did not offer service."

- Paraguard
- Liletta
- Mirena
- Kyleena
- Skyla
- Nexplanon
- Will/Did not offer service

3. Describe your organization's strategy and methods to ensure clients have been educated about LARC as contraceptive options and how to access these options if they choose this type of method (including referral mechanisms if your organization does not offer LARC onsite). Do not include Depo Provera.

Contraceptive information and counseling in accordance with applicable guidelines will be provided by an APRN and/or RN. If clients choose this type of method it will be provided by our APRN.

4. Identify the types of Sexually Transmitted Infection/Disease (STI/STD) testing, treatment, and vaccines your organization will provide Family Planning clients. Select all that apply. If you will not be offering these services, select "Will/Did not offer service."

- Chlamydia
- Gonorrhea
- Syphilis
- Hepatitis B Screening
- Hepatitis B Vaccine
- Hepatitis C Testing
- Other
- Will/Did not offer service

5. Identify the types of HIV services your organization will provide Family Planning clients. Select all that apply. If you will NOT be offering these services, select "Will/Did not offer service."

- HIV Testing
- Pre-exposure Prophylaxis (PrEP) HIV Prevention
- Will/Did not offer service

6. Identify the types of pregnancy services your organization will provide Family Planning clients. Select all that apply. If you will not be offering these services, select "Will/Did not offer service."

Pregnancy Testing and Counseling

Achieving Pregnancy Services

Basic Infertility Services

Will/Did not offer service

7. Identify the types of cancer screening and prevention services your organization will provide for Family Planning clients. Select all that apply. If you will NOT be offering these services, select "Will/Did not offer service."

Cervical Cancer Screening

Breast Cancer Screening

Human Papilloma Virus (HPV) Vaccination (FP funding cannot be used for these vaccines)

Will/Did not offer service

8. Identify the types of preconception services (women's/men's health) your organization will provide for Family Planning clients. Select all that apply. If you will NOT be offering these services, select "Will/Did not offer service."

Folic Acid Supplementation

Body Mass Index (BMI)

Blood Pressure (Hypertension) Screening / Counseling

Diabetes Screening / Counseling

Tobacco Use Screening / Counseling

Alcohol Use Screening / Counseling

Substance Use Screening / Counseling (legal and/or illegal)

Intimate Partner Violence Screening / Counseling

Depression Screening / Counseling

Mental Health Screening

Human Trafficking Screening / Counseling

Will/Did not offer service

9. List the organizations that will receive Family Planning grant funds from your organization (multi-agency model with your organization as the primary recipient for KDHE). If this is not applicable to your organization, indicate "None." NOTE: Written agreements must be in place for any transfer of grant funds or sub-contracted services to occur.

None

10. Describe the required Family Planning services your organization will provide through sub-contracts with other organizations and/or individual providers (on-site and/or off-site). List the name of each sub-contractor and the specific core services to be provided. This includes sub-contracts for clinical providers, pharmacists, labs, etc. NOTE: Written agreements must be in place for any transfer of grant funds or sub-contracted services to occur. Please submit contract(s).

SCLID will contract with a physician to provide oversight of the Family Planning program. A potential physician has been identified and we are in the process of discussing the contract. We will also continue to contract with our Pharmacist to provide oversight for medications distributed.

11. Describe how your organization will assess a client's need for Family Planning services (e.g. during intake, during the appointment, etc.).

Each client's needs will be determined at every visit and will include a intention screening with "One Key Question Would you like to become pregnant in the next year?" Clerical will ask open ended questions about a client's need for FP services when making appointments.

12. List the question(s) used to assess Reproductive Life Plan (RLP).

One Key Question - "Would you like to become pregnant in the next year?"

D: COMMUNICATIONS & PROMOTIONS

1. List the names of members of your Family Planning advisory committee and the frequency of meetings.

We do not have an advisory committee yet, we will be forming the committee and meeting once a collaborating physician is determined. Potential members include: Dr. Gianfranco Pezzino, Shawnee County Health Officer, Linda Ochs, SCHED Director, a representative from the local FQHC - GraceMed, a representative from Heartland Healthy Neighborhoods Healthy Babies workgroup, a representative from the East Topeka Council, a consumer, a representative from mental health Valeo or Family Service and Guidance Center.

2. Describe how your organization will promote your local Family Planning services to the community. Include the types of educational activities your program provides/conducts regarding Family Planning services available.

We will follow the SCHED Marketing Plan. We will use a mix of traditional media, social media and paid advertising. We will also send out information to all school nurses and counselors in Shawnee County.

3. Describe how your organization will identify and recruit Family Planning clients, especially low-income, hard-to-reach and vulnerable populations (including adolescents).

We will use the strategies outlined in question #2, especially advertising in targeted disadvantaged areas of the county. We will send examples of our advertising in our quarterly reports. We will recruit through our WIC clinics and STD clinics. Outreach in the public schools will be another tool, especially in USD 501 which has a 77% rate of students receiving free and reduced lunch.

Partnerships

E: PARTNERSHIPS

1. Identify your organization's key partners for Family Planning including community-based health providers, social service providers and Maternal and Child Health (MCH) programs. Describe how you collaborate to ensure needed services are provided.

The Shawnee County MCH program is administered by SCHID. Our collaboration with Heartland Healthy Neighborhoods will be especially important. That community collaboration has been advocating for SCHID to provide family planning services for several years.

2. Describe how your organization will establish linkages and partnerships with comprehensive primary care providers within or close to your service site area. NOTE: List organizations even if partnerships are not currently in place.

SCHD will maintain a list of comprehensive primary care providers within the area including the FQHC - GraceMed, Lincoln Center OBGYN, and other care providers at Stormont Vail Health and the University of Kansas Medical Center - St. Francis Campus.

3. Describe how your organization will establish linkages and partnerships with HIV care and treatment providers within or close to your service site area. NOTE: List organizations even if partnerships are not currently in place.

Our primary HIV care program in Topeka is Positive Connections. We already collaborate with them when we have positive HIV tests in our STD clinic. We will continue that partnership.

4. Describe how your organization will establish linkages and partnerships with mental/behavioral health providers within or close to your service site area. NOTE: List organizations even if partnerships are not currently in place.

We will work with Valeo and Family Service and Guidance Center to refer patients for mental/behavioral health services.

5. Describe how your organization will establish linkages and partnerships with drug/alcohol treatment providers within or close to your service site area. NOTE: List organizations even if partnerships are not currently in place.

Valeo provides drug/alcohol treatment as well as mental health services. We will refer patients to their services. We already work with their drug/alcohol programs when providing TB services.

Budget

SFY2021 Family Planning Budget



Public Health
Prevent. Promote. Protect.

Shawnee County Health Department

Shawnee County Health Department

2020 FAMILY PLANNING SCHEDULE OF FEES AND DISCOUNTS

Family Size	100% or Less <i>No Charge</i>		100.1%-150% <i>Pay 25%</i>		150.1%-200% <i>Pay 50%</i>		200.1%-250% <i>Pay 75%</i>		Greater Than 250.1% <i>Pay 100%</i>
	\$0								
1	\$0	\$12,760	\$12,761	\$19,140	\$19,141	\$25,520	\$25,521	\$31,900	\$31,901
2	\$0	\$17,240	\$17,241	\$25,860	\$25,861	\$34,480	\$34,481	\$43,100	\$43,101
3	\$0	\$21,720	\$21,721	\$32,580	\$32,581	\$43,440	\$43,441	\$54,300	\$54,301
4	\$0	\$26,200	\$26,201	\$39,300	\$39,301	\$52,400	\$52,401	\$65,500	\$65,501
5	\$0	\$30,680	\$30,681	\$46,020	\$46,021	\$61,360	\$61,361	\$76,700	\$76,701
6	\$0	\$35,160	\$35,161	\$52,740	\$52,741	\$70,320	\$70,321	\$87,900	\$87,901
7	\$0	\$39,640	\$39,641	\$59,460	\$59,461	\$79,280	\$79,281	\$99,100	\$99,101
8	\$0	\$44,120	\$44,121	\$66,180	\$66,181	\$88,240	\$88,241	\$110,300	\$110,301

Add \$4480 for each additional family member above 8.

**Federal Register/Vol. 85 No 12 (Friday, January 17, 2020)

Implemented 02-12-2020

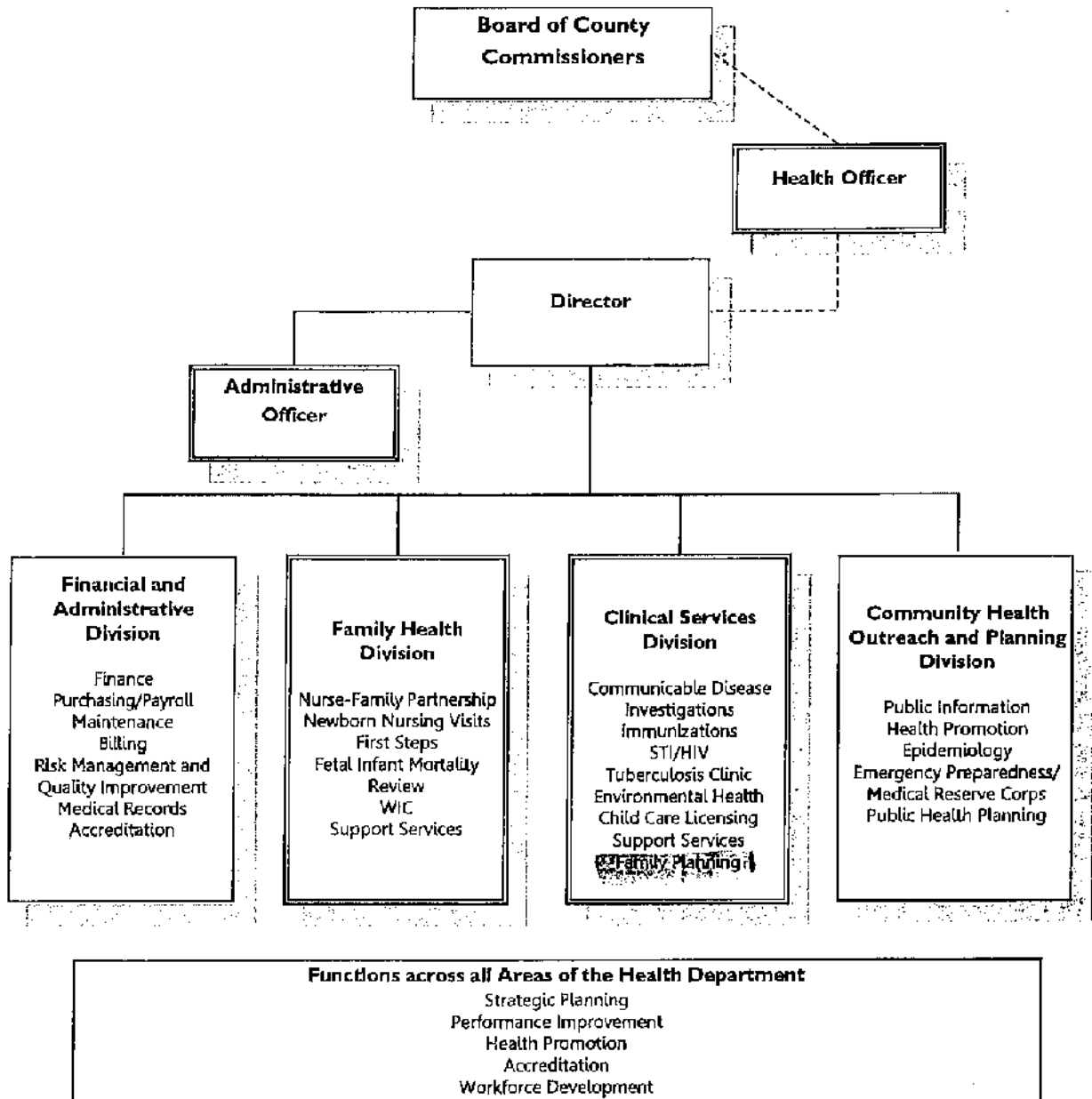
Rev. 02/12/2020



Public Health
Prevent. Promote. Protect.

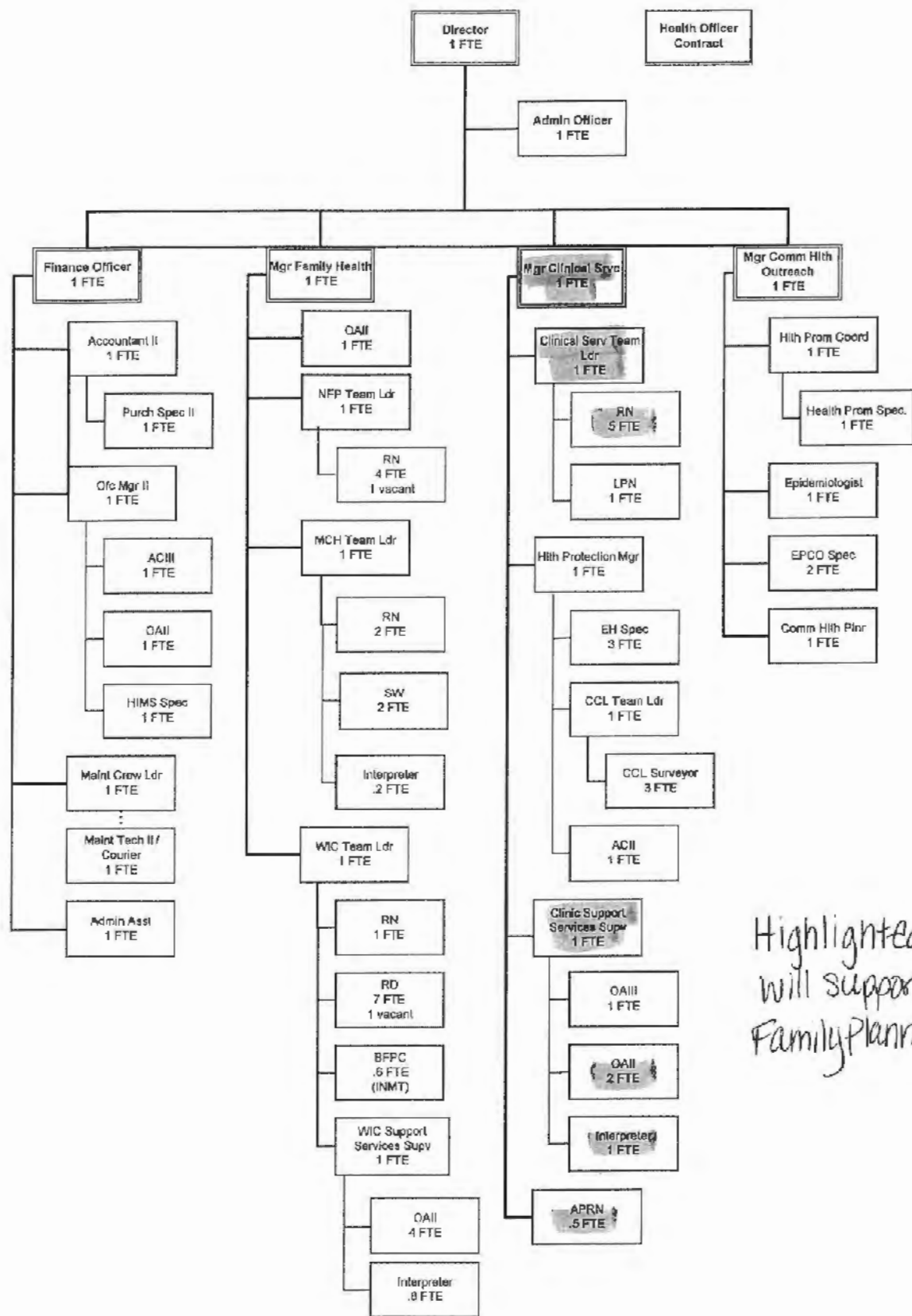
Shawnee County Health Department

FUNCTIONAL ORGANIZATIONAL CHART FOR SHAWNEE COUNTY HEALTH DEPARTMENT



**SHAWNEE COUNTY HEALTH DEPARTMENT
 TENTATIVE 2020 FAMILY PLANNING SCHEDULE OF FEES AND DISCOUNTS
 Calculated to reflect 25% increments**

Federal Poverty Level Schedule of Discounts		100% OR LESS	101% TO 150%	151% TO 200%	201% TO 250%	GREATER THAN 250%
Schedule of Fees		100%	75%	50%	25%	0%
		0% (No Charge)	Pays 25% of Charges	Pays 50% of Charges	Pays 75% of Charges	Pays 100% of Charges
CPT	Service/Procedure:					
99384, 99385, 99386	Initial Visit	0.00	\$8.75	\$17.50	\$26.25	\$35.00
99394, 99395, 99396	Interim Visit	0.00	\$8.75	\$17.50	\$26.25	\$35.00
99211	Nurse Visit	0.00	\$2.50	\$5.00	\$7.50	\$10.00
96372	Depo Injection	0.00	\$5.00	\$10.00	\$15.00	\$20.00
58300	IUD Insertion	0.00	\$25.00	\$50.00	\$75.00	\$100.00
58301	IUD Removal	0.00	\$25.00	\$50.00	\$75.00	\$100.00
11981	Nexplanon Implant	0.00	\$25.00	\$50.00	\$75.00	\$100.00
11982	Nexplanon Removal	0.00	\$25.00	\$50.00	\$75.00	\$100.00
	Pharmaceuticals/Contraceptives:					
S4993	Birth Control Pills	0.00	\$2.50	\$5.00	\$7.50	\$10.00
J1050	Depo-Provera	0.00	\$3.75	\$7.50	\$11.25	\$15.00
J7297	Liletta IUD	0.00	\$12.50	\$25.00	\$37.50	\$50.00
J7300	Paragard IUD	0.00	\$50.00	\$100.00	\$150.00	\$200.00
S1003	Condoms (No charge)	0.00	\$0.00	\$0.00	\$0.00	\$0.00
J7307	Nexplanon	0.00	\$25.00	\$50.00	\$75.00	\$100.00
	Laboratory:					
88142	Pap Smear	0.00	\$2.50	\$5.00	\$7.50	\$10.00
81025	Pregnancy Test (In-House)	0.00	\$3.75	\$7.50	\$11.25	\$15.00
85013	Hematocrit	0.00	\$1.50	\$3.00	\$4.50	\$6.00
85018	Hemoglobin	0.00	\$1.50	\$3.00	\$4.50	\$6.00
82947	Glucose	0.00	\$1.50	\$3.00	\$4.50	\$6.00
87210	Wet Mount (In-House)	0.00	\$8.75	\$17.50	\$26.25	\$35.00
	Genprobe/HIV/RPR/Hep B/Hep C/HSV (No Charge)	0.00	\$0.00	\$0.00	\$0.00	\$0.00



Highlighted positions will support the Family Planning Program.

External Grantee: Shawnee County Health Department

Grant: Family Planning (FP)

Category			Request	Request	Match			Match % Of	
Type	Category	Description	Request Cost	Quantity	Request Total	Match Cost	Quantity	Match Total	Request
Expenditure	Salary	Carrie Delfs	\$64,380.00	22.62815%	\$14,568.00	\$64,380.00	2.3703%	\$1,526.00	10%
Expenditure	Salary	Dianna Yates	\$58,407.00	13.57714%	\$7,930.00	\$58,407.00	1.42277%	\$831.00	10%
Expenditure	Salary	Elaine Deters	\$62,547.00	13.57699%	\$8,492.00	\$62,547.00	1.42293%	\$890.00	10%
Expenditure	Salary	Deanna Miles	\$57,760.00	13.57687%	\$7,842.00	\$57,760.00	1.42313%	\$822.00	10%
Expenditure	Salary	Carrie Jenkins	\$95,514.00	45.25933%	\$43,229.00	\$95,514.00	4.74067%	\$4,528.00	10%
Expenditure	Salary	Gloria Cabrera	\$44,490.00	9.05147%	\$4,027.00	\$44,490.00	0.94853%	\$422.00	10%
Expenditure	Salary	Michelle Perez	\$32,430.00	9.05026%	\$2,935.00	\$32,430.00	0.94974%	\$308.00	10%
Expenditure	Salary	Lorelei Logan	\$41,480.00	9.05256%	\$3,755.00	\$41,480.00	0.94744%	\$393.00	10%
Expenditure	Salary	David Ade	\$51,340.00	4.52668%	\$2,324.00	\$51,340.00	0.47332%	\$243.00	10%
Expenditure	Salary	Marvena Griffin	\$62,550.00	9.05196%	\$5,662.00	\$62,550.00	0.94804%	\$593.00	10%
Expenditure	Salary	Dawn Rangel	\$26,580.00	9.05192%	\$2,406.00	\$26,580.00	0.94808%	\$252.00	10%
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$11,466.00	100%	\$11,466.00	\$1,199.00	100%	\$1,199.00	10%
Expenditure	Benefits	FICA 7.65% of Salaries	\$7,892.00	100%	\$7,892.00	\$827.00	100%	\$827.00	10%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$2,162.00	100%	\$2,162.00	\$227.00	100%	\$227.00	10%
Expenditure	Benefits	Other Benefits 2.74% of Salaries (Unemployment & Workers' Comp)	\$6,387.00	100%	\$6,387.00	\$669.00	100%	\$669.00	10%
Expenditure	Health Services	Professional Services (Supervising Physician \$4,800 & Contract Pharmacist (\$3,600)	\$0.00	0.00000	\$0.00	\$8,400.00	1.00000	\$8,400.00	N/A
Expenditure	Health Services	Labs	\$0.00	0.00000	\$0.00	\$3,500.00	1.00000	\$3,500.00	N/A
Expenditure	Supplies	Office Supplies	\$0.00	0.00000	\$0.00	\$1,000.00	1.00000	\$1,000.00	N/A
Expenditure	Supplies-Other Medical	Medical Supplies	\$0.00	0.00000	\$0.00	\$8,000.00	1.00000	\$8,000.00	N/A
Expenditure	Supplies-Pharmaceutical	Birth Control	\$0.00	0.00000	\$0.00	\$20,000.00	1.00000	\$20,000.00	N/A
Expenditure	Training	Training	\$0.00	0.00000	\$0.00	\$500.00	1.00000	\$500.00	N/A
Expenditure	Travel	Mileage (522 miles @ \$0.575 per mile)	\$0.00	0.00000	\$0.00	\$300.00	1.00000	\$300.00	N/A
Expenditure	Travel	Travel / Accommodations / Subsistence	\$0.00	0.00000	\$0.00	\$700.00	1.00000	\$700.00	N/A
Expenditure	Other	Repairs & Services	\$0.00	0.00000	\$0.00	\$200.00	1.00000	\$200.00	N/A
Expenditure	Other	Contractual Services (\$600 Copier, \$68 Shred, \$156 Medi-Waste Disposal)	\$0.00	0.00000	\$0.00	\$830.00	1.00000	\$830.00	N/A
Expenditure	Other	Printing & Advertising	\$0.00	0.00000	\$0.00	\$500.00	1.00000	\$500.00	N/A
Expenditure	Other	Cell Phones (0.35 @ \$59.52 per month)	\$0.00	0.00000	\$0.00	\$250.00	1.00000	\$250.00	N/A
Expenditure	Other	Computer Software - ezEMRx	\$0.00	0.00000	\$0.00	\$5,000.00	1.00000	\$5,000.00	N/A
Expenditure	Other	Indirects (20.3% of Federal Direct)	\$26,197.00	1.00000	\$26,197.00	\$0.00	0.00000	\$0.00	N/A

TOTALS

\$651,582.00

\$157,274.00 \$649,580.00

\$62,910.00

40%

County: Shawnee

Administrator: Edlth Gaines

Fiscal Officer: Nancy Mitchell

IAP SFY2021

Required agreements and grantee responsibilities related to the IAP grant will be listed on the Notice of Grant Award that will be received by approved recipients. By agreeing to this section, the grantee acknowledges that these requirements should be reviewed prior to accepting grant award, and complied with while contracted as an IAP provider.

Agree

Briefly describe plans for identifying activities to improve immunization rates for both children and adolescents being served by your health department.

Shawnee County Health Department (SCHD) will continue to offer walk-in immunization services Monday - Friday and provide all ACIP recommended vaccines for children and adolescents regardless of funding source or insurance status. SCHD will also continue to offer late clinic hours on Tuesday evenings. Remaining open through the lunch hour 4 days a week will also provide more time for clients to come into the clinic for immunizations. The immunization nurses provide reminder magnets with the recommended return date to parents/guardians of children and adolescents that are due back within the next year (12 months). Reminder postcards are also prepared with mailing labels and filed for those children/adolescents that need to return within the next 12 months for other vaccines. These postcards are mailed the month after the child/adolescent is due back. Prior to mailing the postcard, nurses review immunization records to see if the child/adolescent is current. If the child/adolescent is current and does not need to return to the clinic, the label is shredded. If the child/adolescent has not received the needed vaccine, the postcard is mailed. We are exploring options within our new EMR on how to assess children/adolescents in need of further immunizations so that reminder postcards can be mailed.

The local health department (LHD) will target an 80% immunization coverage rate for 4:3:1:3:3:1:4 series and 90% immunization coverage rate for each single antigen for all 24-35 months by 2 year olds receiving LHD services.

Agree

The LHD will assure progress toward the Healthy People 2021 target for the following adolescent (13 to 15 year olds) vaccines; 1Tdap, 2Varicella, 1MCV4, 2 or 3(per ACIP recommendation) HPV (males and females).

Agree

Briefly describe training plan for assuring grantee staff develop and maintain skills for best practices related to all aspects of immunization delivery including storage and handling, vaccine safety and proper immunization schedules.

All nurses administering immunizations will complete the CDC Vaccine for Children training. All nurses responsible for on-call duty will complete the CDC Storage and Handling annual training. Immunization nurses are provided hard copies of the yearly recommended immunization schedules. Maternal Child Health and WIC staff will also receive an annual update on vaccine recommendations so that they are able to assist clients in knowing when to have their children vaccinated. Immunization nurses will attend relevant trainings through webinars and staff meetings. Staff members will also attend the KIP annual conference and be responsible to sharing important information with their co-workers.

The LHD will assure at least one staff person who is assigned immunization responsibility attends the Annual Kansas Immunization Conference.

Agree

Budget Section

IAP SFY2021 Budget

SFY 2021 Immunization Action Plan Funding Available

Allen	\$5,076
Anderson	\$2,822
Atchison	\$4,280
Barber	\$2,952
Barton	\$13,546
Bourbon	\$4,102
Brown	\$2,836
Butler	\$8,874
Chase	\$1,838
Chautauqua	\$2,747
Cherokee	\$4,728
Cheyenne	\$1,893
Clark	\$1,626
Clay	\$4,105
Cloud	\$4,605
Coffey	\$3,761
Comanche	\$1,734
Cowley	\$14,270
Crawford	\$8,483
Decatur	\$2,142
Dickinson	\$5,494
Doniphan	\$2,766
Douglas	\$18,300
Edwards	\$2,265
Elk	\$2,014
Ellis	\$3,410
Ellsworth	\$2,625
Finney	\$16,336
Ford	\$18,813
Franklin	\$9,469
Geary	\$6,259
Gove	\$2,230
Graham	\$2,201
Grant	\$6,043
Gray	\$3,474
Greeley	\$1,978
Greenwood	\$2,414
Hamilton	\$2,950
Harper	\$3,585

Harvey	\$6,892
Haskell	\$2,723
Hodgeman	\$1,945
Jackson	\$4,757
Jefferson	\$4,055
Jewell	\$2,094
Johnson	\$54,216
Kearney	\$4,126
Kingman	\$3,434
Kiowa	\$2,524
Labette	\$4,340
Lane	\$1,798
Leavenworth	\$9,466
Lincoln	\$2,183
Linn	\$4,240
Logan	\$2,046
Lyon	\$9,738
Marion	\$3,181
Marshall	\$4,950
McPherson	\$7,411
Meade	\$2,984
Miami	\$8,071
Mitchell	\$3,143
Montgomery	\$8,913
Morris	\$2,299
Morton	\$2,615
Nemaha	\$3,897
Neosho	\$3,821
Ness	\$1,966
Norton	\$3,013
Osage	\$4,385
Osborne	\$2,206
Ottawa	\$2,252
Pawnee	\$3,721
Phillips	\$2,467
Pottawatomie	\$4,478
Pratt	\$5,521
Rawlins	\$1,560
Reno	\$22,955

Republic	\$2,820
Rice	\$4,698
Riley	\$9,060
Rooks	\$2,350
Rush	\$1,739
Russell	\$2,972
Saline	\$10,043
Scott	\$3,659
Sedgwick	\$90,757
Seward	\$15,534
Shawnee	\$33,438
Sheridan	\$1,764
Sherman	\$2,263
Smith	\$1,994
Stafford	\$2,744
Stanton	\$2,793
Stevens	\$3,685
Sumner	\$7,288
Thomas	\$2,227
Trego	\$1,764
Wabaunsee	\$2,205
Wallace	\$1,645
Washington	\$2,393
Wichita	\$2,416
Wilson	\$4,734
Woodson	\$2,107
Wyandotte	\$45,080

External Grantee: Shawnee County Health Department

Grant: Immunization Action Plan (IAP)

Category Type	Category	Description	Request Cost	Request Quantity	Request Total	Match Cost	Match Quantity	Match Total	Match % Of Request		
Expenditure	Salary	Charlotte Frampton	\$55,140.00	18.30	976%	\$10,096.00	\$55,140.00	1.69	024%	\$932.00	9%
Expenditure	Salary	Leslie Gurtler	\$75,360.00	18.30	945%	\$13,798.00	\$75,360.00	1.69	055%	\$1,274.00	9%
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$3,710.00	100%		\$3,710.00	\$342.00	100%		\$342.00	9%
Expenditure	Benefits	FICA 7.65% of Salaries	\$1,828.00	100%		\$1,828.00	\$169.00	100%		\$169.00	9%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$2,296.00	100%		\$2,296.00	\$212.00	100%		\$212.00	9%
Expenditure	Benefits	Other Benefits 2.74% of Salaries (Unemploye	\$655.00	100%		\$655.00	\$60.00	100%		\$60.00	9%
Expenditure	Travel	Travel & Subsistence - KS Immunizations Confe	\$805.00	1.00	000	\$805.00	\$0.00	0.00	000	\$0.00	N/A
Expenditure	Travel	Registration KS Immunizations Conference	\$250.00	1.00	000	\$250.00	\$0.00	0.00	000	\$0.00	N/A
TOTALS			\$140,044.00			\$33,438.00	\$131,283.00			\$2,989.00	9%

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

Section A - Administration

SFY2021 Maternal & Child Health (MCH) Application

(Total Points Available: 255 points)

Prior to completing this application, please review the Title V Block Grant Executive Summary.

Have you reviewed the Title V Block Grant Executive Summary?

Yes

No

SECTION A - Administration

(Section Points Available: 8 points)

-
1. List your MCH program staff names, positions and email addresses that will be supported with your MCH grant (Grant Award & Match).
Note the staff member who is the Primary Point of Contact & MCH Home Visitor (Staff listed here should be included in the budget with FTE percentage of time in either request and/or match) (4 points)

Teresa Fisher, RN- Family Health Division Manager- Teresa.Fisher@snco.us- Primary Point of Contact Missy Middendorf, RN- Team Leader-
Melisa.Middendorf@snco.us- Primary Point of Contact Tandem Knight, RN- MCH home visitor, FIMR abstractor, Baby Basics (BaM) staff-
Tandem.Knight@snco.us Jene Yoder, LMSW- MCH home visitor, FIMR interviewer, Baby Basics staff - Jene.Yoder@snco.us Abby Phillips, LMSW-MCH
home visitor, FIMR interviewer, Baby Basics staff-Abigail.Phillips@snco.us Jennifer Mejias-Martinez, Interpreter for MCH services- Jennifer.Mejias-
Martinez@snco.us Connie Macha, Office Assistant- Connie.Macha@snco.us Vacant RN

2. Place a copy of an agency organizational chart that clearly identifies where the MCH program falls within the agency and the staff associated in the "Upload" tab at the top.

Did you upload a copy of your agency organizational chart? (1 point)

Yes

No

3. Upload a schedule of fees for services, under the "Upload" tab above, that your agency provides (this is not the poverty guidelines KDHE

Did you upload a current schedule of fees for services under the "Upload" tab above? (1 point)

Yes

No

N/A - No billable services provided (MCH Home Visiting Only)

4. Describe how your agency will facilitate the on-site enrollment of clients into insurance including Private and Public such as Medicaid/Medicare. (2 points)

The Shawnee County Health Department staff will assist any client with filling out applications and obtaining Medicaid insurance. All MCH home visitors will either bring a paper application for Medicaid to the visit or assist the client to complete one online. If they complete a paper form we can submit to the KDHE Out Station Eligibility Specialist for Shawnee County when they stop by the Health Department's WIC area to pick up forms. This process allows for faster processing than sending them through the mail. We also bring applications for Medicaid to any outreach activities we attend. If a client reports they are not eligible for Medicaid or Medicare then we would assist them to find other private insurance. We would share the website Healthcare.gov or refer to local programs such as Blue Cross Blue Shield of Kansas by giving them phone numbers to call for more information.

SECTION B - Community & Needs Assessment

(Section Points Available: 22 points)

1. Based on the most current needs assessment completed by your agency or that your agency participated in, list the top priorities/needs that were identified (include date of assessment). (5 points)

The most current needs assessment for Shawnee County was completed in the Fall of 2018. The draft findings were released in November 2018. The top overall priorities identified were: *Mental Health Access *Affordable Healthcare Insurance *Drug/Substance Abuse *Poverty There was a specific section focused on Maternal and Infant Health. The top priorities identified in it were: * Percent of Births Where Prenatal Care Began in First Trimester * Percentage of Premature Births * Percent of Infants up to 24 months that received full Immunizations * Percent of Births with Low Birth Weight * Percent of all Births Occurring to Teens * Percent of Births Where Mother Smoked During Pregnancy * Percent of Mothers Breastfeeding Exclusively

2. What state MCH priorities align with your community need assessment priority/findings? (4 points)

1. Women have access to and receive coordinated, comprehensive services before, during and after pregnancy. 2. Developmentally appropriate care and services are provided across the lifespan. 3. Families are empowered to make educated choices about infant health and well-being. 4. Communities and providers support physical, social, and emotional health. 6. Services are comprehensive and coordinated across systems and providers.

3. Identify the state MCH priorities your agency work towards this grant year and describe how and why you selected them. (community needs assessment, relevant MCH population data, etc.) (4 points)

Shawnee County Health Department MCH program plans to work on the following MCH priorities: 1. Women have access to and receive coordinated, comprehensive services before, during and after pregnancy. We selected this priority because we provide home visitation services to pregnant women currently and plan to continue this service. Our staff works with women who are currently pregnant, and post-partum up to one year. This priority was selected because there was a specific section of our Community Health Needs Assessment that focused on early entry into prenatal care. The work we do in our MCH program is centered around this priority. 2. Developmentally appropriate care and services are provided across the lifespan. We selected this priority because we home visit infants up to the first birthday. This priority ties into the Community Health Needs Assessment finding regarding breastfeeding and infants being fully immunized. 3. Families are empowered to make educated choices about infant health and well-being. We selected this priority because we empower mothers to make decisions about breastfeeding, immunizations, safe sleep, etc. This is the work of our MCH staff currently being done. Education is provided to all clients in order for them to make these educated decisions. This priority ties into the Community Health Needs Assessment findings of breastfeeding and infants fully immunized. 4. Communities and providers support physical, social, and emotional health. 5. Professionals have the knowledge and skills to address the needs of maternal and child health populations. We selected this priority because this is an expectation and requirement for our professionals to gain the knowledge and skills to serve these populations. 6. Services are comprehensive and coordinated across systems and providers. We selected this priority because this is a fundamental way of providing services in our local MCH work. We strive to coordinate services with other providers (prenatal, mental health, social services, etc.). 7. Information is available to support informed health decisions and choices. We selected this priority because providing information is a key component of our MCH work. Information is provided to all clients on a variety of subjects so that they can make educated choices about their own and their's children's health care.

4. What gaps/disparities in MCH services exist in your community? (Race/ethnicity, geography, socioeconomic, etc.) (4 points)

Mental health access /services Poverty Access to care (insurance and primary care) Racial disparities

5. Describe how your agency policies, procedures, and services meet the needs of all clients (diverse backgrounds, ages, values, cultures, disabilities, socioeconomic status, etc.)? (4 points)

Policies and procedures are being written to include cultural awareness and sensitivity. Our Agency currently has a Racial Equity Analysis group that meets every month to review internal policies and procedures. All staff must attend an annual cultural competency training provided by an outside source at one of our all staff meetings. Our services are provided to anyone in our county that desires to use them. We have Spanish interpreters available for staff to use when needed along with a Language line to use when needed to communicate with clients whose first language isn't English. We also have a service in place to serve any blind and/or deaf clients by utilizing various partners in our community and/or region. By using our DAISEY data, we are able to track race, income, age, zip code and primary healthcare coverage. Through this data, we have reviewed our data to know we are serving a diverse background, both race and socioeconomic status.

6. Identify the county of your agency. If your agency is providing services outside your county (multi-county lead agency), select all counties served under MOA/MOU(s) with other agencies. (1 point)

<input type="checkbox"/> Anderson	<input type="checkbox"/> Comanche	<input type="checkbox"/> Gove	<input type="checkbox"/> Kearny	<input type="checkbox"/> Mitchell	<input type="checkbox"/> Rawlins	<input type="checkbox"/> Smith
<input type="checkbox"/> Atchison	<input type="checkbox"/> Cowley	<input type="checkbox"/> Graham	<input type="checkbox"/> Kingman	<input type="checkbox"/> Montgomery	<input type="checkbox"/> Reno	<input type="checkbox"/> Stafford
<input type="checkbox"/> Barber	<input type="checkbox"/> Crawford	<input type="checkbox"/> Grant	<input type="checkbox"/> Kiowa	<input type="checkbox"/> Morris	<input type="checkbox"/> Republic	<input type="checkbox"/> Stanton
<input type="checkbox"/> Barton	<input type="checkbox"/> Decatur	<input type="checkbox"/> Gray	<input type="checkbox"/> Labette	<input type="checkbox"/> Morton	<input type="checkbox"/> Rice	<input type="checkbox"/> Stevens
<input type="checkbox"/> Bourbon	<input type="checkbox"/> Dickinson	<input type="checkbox"/> Greeley	<input type="checkbox"/> Lane	<input type="checkbox"/> Nemaha	<input type="checkbox"/> Riley	<input type="checkbox"/> Sumner
<input type="checkbox"/> Brown	<input type="checkbox"/> Doniphan	<input type="checkbox"/> Greenwood	<input type="checkbox"/> Leavenworth	<input type="checkbox"/> Neosho	<input type="checkbox"/> Rocks	<input type="checkbox"/> Thomas
<input type="checkbox"/> Butler	<input type="checkbox"/> Douglas	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Ness	<input type="checkbox"/> Rush	<input type="checkbox"/> Trego
<input type="checkbox"/> Chase	<input type="checkbox"/> Edwards	<input type="checkbox"/> Harper	<input type="checkbox"/> Linn	<input type="checkbox"/> Norton	<input type="checkbox"/> Russell	<input type="checkbox"/> Wabauunsee
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Elk	<input type="checkbox"/> Harvey	<input type="checkbox"/> Logan	<input type="checkbox"/> Osage	<input type="checkbox"/> Saline	<input type="checkbox"/> Wallace
<input type="checkbox"/> Cherokee	<input type="checkbox"/> Ellis	<input type="checkbox"/> Haskell	<input type="checkbox"/> Lyon	<input type="checkbox"/> Osborne	<input type="checkbox"/> Scott	<input type="checkbox"/> Washington
<input type="checkbox"/> Cheyenne	<input type="checkbox"/> Ellsworth	<input type="checkbox"/> Hodgeman	<input type="checkbox"/> Marion	<input type="checkbox"/> Ottawa	<input type="checkbox"/> Sedgwick	<input type="checkbox"/> Wichita
<input type="checkbox"/> Clark	<input type="checkbox"/> Finney	<input type="checkbox"/> Jackson	<input type="checkbox"/> Marshall	<input type="checkbox"/> Pawnee	<input type="checkbox"/> Seward	<input type="checkbox"/> Wilson
<input type="checkbox"/> Clay	<input type="checkbox"/> Ford	<input type="checkbox"/> Jefferson	<input type="checkbox"/> McPherson	<input type="checkbox"/> Phillips	<input checked="" type="checkbox"/> Shawnee	<input type="checkbox"/> Woodson
<input type="checkbox"/> Cloud	<input type="checkbox"/> Franklin	<input type="checkbox"/> Jewell	<input type="checkbox"/> Meade	<input type="checkbox"/> Pottawatomie	<input type="checkbox"/> Sheridan	<input type="checkbox"/> Wyandotte

Section C - Population Served

Section C - Population Served

(Section Points Available: 4 points)

1. Estimated numbers to be served in the grant period SFY2021 (July 1 to June 30) and actual numbers served in SFY2019: (2 points)

	SFY2021	SFY2019
Prenatal/Pregnant Woman	45	31
Perinatal Community Collaborative Prenatal Education (BaM)	45	35
Post-Partum Woman (up to 60 days after delivery)	150	101
Woman (23 to 44 years, not counted in Prenatal/Pregnant and Post-Partum categories)	30	20
Infant (<1 year)	150	102
Child (1 to 12 years)	5	1
Adolescent (12 to 22 years)	0	0
Children with Special Health Care Needs (0 to 22)	0	0

2. Please describe the rationale behind any significant changes (increase/decrease) in numbers served from previous grant years (2 points)

Half of SFY2019 we were not fully staffed to provide as many services so our numbers were lower than expected. We plan to increase our services to more post-partum women and infants with 2 RN's providing the Newborn Home Visit. Our staff who provide services for infants up to one year will sometimes continue past the first birthday so this would make that client a child so this number is much lower than the infant one.

SECTION D - Program Effectiveness

(Section Points Available: 180 points)

In this section, describe the specific target populations in your community(ies), select at least one (1) measure, and create an action plan for impact.

D1 - Women/Maternal Health (50 points)

Priority 1: Women have access to and receive coordinated, comprehensive services before, during and after pregnancy.

1. Describe the Women/Maternal population in your community (examples: age, gender, race/ethnicity, education level, income ranges, health insurance coverage etc.) (4 points)

For Shawnee county there are 33,011 women ages 15-44 years or 35.9% of the total population. The race breakdown is White: 67.5%, Black: 9.5%, Hispanic or Latino: 13.9%, Asian: 4.7%, American Indian or Alaskan Native: 2.9%. Their education levels are Less than High School: 10.4%, High School Graduate: 24.8%, Some College: 26.3%, Bachelors or Higher: 38.5%. The income levels are Less than \$15000: 5%, \$15,000-24,999: 13.1%, \$35,000-49,999: 27.3%, \$50,000-64,999: 17.9%, over \$65,000: 15.4%. Health Insurance status is Insured: 95.7%, Uninsured: 4.3%. Data Sources: United States Census Bureau, 2018 ACS 5 year Estimates, Tables S0901, S1301, S2001 and Kansas Department of Health and Environment, Bureau of Epidemiology and Public Health Informatics

2. Select at least one (1) Woman/Maternal Measure your agency will work towards this grant year by way of Providing Services and/or Referring for Services. (1 point)

	Providing Services	Referring for Services
a. Well-Woman Visit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Smoking During Pregnancy and Household Smoking	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Preterm Births	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Select all the Woman/Maternal Evidence-Based/Promising Practice Tools that will be utilized during the grant year: (1 point)

- Alcohol, Smoking and Substance Involvement Screening Test (ASSIST)
- American Lung Association tobacco cessation (ALA)
- Baby & Me Tobacco Free (HMTF)
- Edinburgh Postnatal Depression Scale (EPDS)
- Forever Free - Baby and Me (relapse prevention program)
- KS Tobacco Quitline
- Patient Health Questionnaire (PHQ)-9
- Perinatal/Postpartum Mood and Anxiety Disorders (PMAD)
- Smoking Cessation and Reduction in Pregnancy Treatment Program (SCRIPT)
- NA (not providing services to this population)
- Other (specify below)

3a. List any other Women/Maternal Evidence-Based/Promising Practice Tools that will be utilized during the grant year.

Promoting Maternal Mental Health During Pregnancy Promoting First Relationships Count the Kicks

4. Complete below for measure(s) selected above

a. Well Woman Visit

Providing Services

Baseline Data & Source - Where are you now? (2 points)

43.8% - DAISEY Records

Goal/Vision - Where do you want to be? (4 points)

Goal = Increase the percent of women who receive a preventative medical visit annually. Goal = Increase the percent of MCH clients who report a preventative medical visit within the past year from 43.8% to 50% during SFY2021. Vision = More women in Shawnee County will understand the importance of an annual well-woman exam and be proactive in obtaining one.

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Screen all MCH clients to determine if they have had a preventative medical visit within the last year. 2. Provide education on the importance of a preventative medical visit. 3. Provide a referral (indirect or direct) to a medical provider for them to become an established patient.

Referring for Services

If your agency is not providing Well Woman services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

For clients that need a well woman visit, who currently don't have a primary care physician, we will provide them a list of current providers in our community. If a sliding scale is needed for those clients that are uninsured or under-insured, we would provide them a referral to our FQHC - GraceMed. Depending on the client, we would either assist them in calling for an appointment or leave it up to them if they wish to call on their own to schedule it.

b. Smoking During Pregnancy and Household Smoke

Providing Services

Baseline Data & Source - Where are you now? (2 points)

Pregnancy Smoke = 19% - per MCH Team Leader records Household Smoke = 40% per DAISEY records

Goal/Vision - Where do you want to be? (4 points)

Goal = Decrease the % of pregnant women smoking from 19% to 15% during SFY2021 (these would be women served during their pregnancy through our First Steps program in the hopes that we would be able to impact their decision to quit during pregnancy). Vision = That pregnant women understand the effect of smoking on their unborn baby and that more women would decrease their smoking and/or quit completely.

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Screen all pregnant women and their households in our MCH services for their smoking use and habits by using the DAISEY Tobacco Use Survey. 2. For those clients that report smoking either themselves or in their household, MCH home visitors would provide a referral to the Kansas Tobacco Quilline (indirect or direct). 3. For pregnant clients that are smoking, MCH home visits would utilize SCRIPT.

Referring for Services

If your agency is not providing Smoking During Pregnancy/Household Smoke services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

providing services

c. Preterm Birth

Providing Services

Baseline Data & Source - Where are you now? (2 points)

8% - per Perinatal Community Collaborative (Baby Basics) data attendees (from Team Leader records) 11% - per First Steps clients engaged prenatally (from Team Leader records)

Goal/Vision - Where do you want to be? (4 points)

Goal = Decrease the % of preterm birth in our Baby Basics attendees from 8% to 7% during SFY2021. Goal = Decrease the % of preterm birth in our First Steps clients (engaged prenatally) from 11% to 9% during SFY2021. Vision = That pregnant women we serve both in home visits and Baby Basics classes understand the warning signs of preterm labor and are educated on ways to decrease their risk of preterm labor/birth.

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Provide education to Baby Basics and First Steps clients on the warning signs of preterm labor. 2. Screen all Baby Basics and First Steps clients to make sure they have prenatal care in place. 3. If no prenatal care is in place for clients, staff will refer them to an OB/GYN for their care. 4. Staff will follow-up with clients referred for prenatal care to make sure they attended their appointment and became a client for their pregnancy. 5. Utilize "Count the Kicks" education for clients (brochures, app use).

Referring for Services

If your agency is not providing Preterm Birth services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

providing services

5. What additional Women/Maternal services does your agency provide that link to your agency priorities and align with this priority measure? (i.e. substance use, perinatal mood and anxiety disorder screenings, etc.) (2 points)

All MCH clients seen during home visits and Baby Basics classes are screened routinely using the Edinburgh depression screen and are followed up with if needed per their score. Clients would be referred to a mental health provider in our community if needed. All MCH clients seen during home visits and Baby Basics classes are screened routinely using the Tobacco Use survey and are referred to either the KanQuit line and/or SCRIPT depending on their willingness to stop. All MCH clients seen during home visits are screened for substance use (current or past history). No specific tool is used, but rather conversation style. Clients would be referred to a substance use treatment provider (i.e. Heartland RADAC) if needed. All MCH clients seen during home visits will begin to be screened by using the ACES tool - to be implemented by the start of SFY2021. All MCH clients seen by MSW (First Steps) staff will have the opportunity to utilize the Promoting Maternal Health During Pregnancy (prenatal curriculum) and/or Promoting First Relationships (postpartum curriculum) during their home visits. Staff and clients will work through these sets of curriculum designed to promote better relationships between mom and baby - therapeutic activities are built into both curriculum. The sets of curriculum are geared toward being implemented by social workers. **Possible future plans for SFY2021 include beginning use of the SBIRT tool.

D2 - Child Health (50 points)

Priority 2: Developmentally appropriate care and services are provided across the lifespan

1. Describe the Child population in your community (examples: age, gender, race/ethnicity, education level, income ranges, health insurance coverage etc.) (4 points)

For Shawnee county there are 35,568 children ages 0-14 years or 20% of the total population. The race breakdown is White: 61.7%, Black: 10%, Hispanic or Latino: 20%, Asian: 1.1%, American Indian or Alaskan Native: 0.9%. Health Insurance status is Insured: 93.2%, Uninsured: 6.8% Data Sources: United States Census Bureau, 2018 ACS 5 year Estimates, Tables S0901, S1301, S2001 and Kansas Department of Health and Environment, Bureau of Epidemiology and Public Health Informatics Per the 2019 Kids Count data for Shawnee County the number of children under the age of 18 living below 100% poverty is 15.35% , versus our peers rate of 13.9% and the state at 14.71%.

2. Select at least one (1) Child Measure your agency will work towards this grant year by way of Providing Services and/or Referring for Services. (1 point)

	Providing Services	Referring for Services
a. Developmental Screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Child Injury	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Children 6 through 11 who are physically active at least 60 minutes/day	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Select all the Child Evidence-Based/Promising Practice Tools that will be utilized during the grant year: (1 point)

- Ages & Stages Questionnaire (ASQ)-2
- Ages & Stages Questionnaire (ASQ)-3
- Ages & Stages Questionnaire-Social Emotional (ASQ)-SE
- Bright Futures Toolkit
- Denver Developmental Screening Test
- Kan Be Healthy (KBH) - EPSDT Screening Form
- Parent Evaluation of Developmental Status (PEDS)
- Patient Health Questionnaire (PHQ)-9
- Pediatric Symptom Checklist (ages 4+)
- Pediatric Symptom Checklist - 17 (ages 9+)
- Strengths and Difficulties Questionnaire (SDQ) (ages 3-16)
- NA (not providing services to this population)
- Other (specify below)

3a. List any other Child Evidence-Based/Promising Practice Tools that will be utilized during the grant year.

CDC: "Milestone Moments - Learn the Signs, Act Early" "What to do When Your Child Gets Sick" book

4. Complete below for measure(s) selected above

a. Developmental Screening

Providing Services

Baseline Data & Source - Where are you now? (2 points)

100% screened using ASQ-3 and ASQ:SE-2 - Team Leader records

Goal/Vision - Where do you want to be? (4 points)

Goal = 100% of children seen through MCH services receive a developmental screening Vision = All children who receive a developmental screening will be referred for further evaluation if needed in order to have early intervention services. All parents will understand the importance of early developmental screening.

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Screen 100% of MCH infants and children served using the ASQ-3 and ASQ:SE-2. 2. Refer all screens that are not within normal range or if a parent has concerns about their child's development for further evaluation through our Tiny k local infant-toddler network. 3. Follow-up with parents to make sure further evaluation took place. 4. Distribute and educate to clients about the CDC Milestone Moments booklet and what they should expect of their child's development. 5. The Bright Futures Toolkit is used as a resource for all MCH staff providing home visits. Bright Futures handouts are utilized for distribution to families - focusing on nutrition and development. Assure that all MCH staff get signed up for use of the online toolkit.

Referring for Services

If your agency is not providing Developmental Screening services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

providing services

b. Child Injury

Providing Services

Baseline Data & Source - Where are you now? (2 points)

not providing services

Goal/Vision - Where do you want to be? (4 points)

Vision = All MCH infants and children will be secured correctly in an appropriate car seat that is also correctly installed in the vehicle (if applicable).

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Provide handouts to local car seat check lanes in our community. 2. *Possible future activity is to have MCH staff trained to become certified car seat technician. 3. *Possible future activity is to host a car seat check lane for community partner. 4. Have all MCH staff attend car seat training to understand current car seat usage and rules to broaden their knowledge base. 5. Inform clients where to find information about recalled car seats (i.e. Consumer Protection and others). 6. *Possible future activity is to have gun locks available to distribute and educate to clients about the use of them and guns in the home. 7. *Possible future activity is to have medicine storage lock box to distribute and educate to clients about the use of them and safe medicine handling in the home.

Referring for Services

If your agency is not providing Child Injury services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

1. Shawnee County Safe Kids Coalition - referrals would be made by providing the car seat check lane handout with dates and location - appointments can also be made by calling this coalition, client could call themselves or staff would assist with this call if needed 2. Kansas Safety

Training Resource Office - clients can call to schedule an appointment to have their insurance and/or checked in their vehicle, client could call themselves or staff would assist with this call if needed

c. Children 6 through 11 who are physically active at least 60 minutes/day

Providing Services

Baseline Data & Source - Where are you now? (2 points)

not providing services

Goal/Vision - Where do you want to be? (4 points)

Vision - that all children in Shawnee County ages 6-11 would be physically active at least 60 minutes/day and that all parents/caregivers would understand the importance of physical activity and the role it can play in their children's life in reduction of certain chronic diseases.

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

not providing services to this population

Referring for Services

If your agency is not providing Physical Activity services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

For this particular age group, we do not routinely see them in our health department for services. However, if we do, we have available information with our local Park and Rec department that would have information about various sports and activities for this age group.

5. What additional Child services does your agency provide that link to your agency priorities and align with this priority measure? (2 points)

Immunizations Health Promotions staff provide informational talks to school districts about smoking, vaping, drug use, sexual education, etc. Distribute the "What to Do When Your Child Gets Sick" book to parents through both home visits and prenatal classes. Education is given about how to use the book. Staff are required to attend the training provided by Kansas Head Start Association before passing the books out.

D3 - Perinatal/Infant Health (36 points)

Priority 3: Families are empowered to make educated choices about infant health and well-being

1. Describe the Perinatal/Infant population in your community (examples: age, gender, race/ethnicity, education level, income ranges, health insurance coverage etc.) (4 points)

For Shawnee County there were 2,122 infants born in 2018. The race breakdown for these infants is White: 34.4%, Black: 9.8%, Hispanic or Latino: 17.6%, All other 8%. Data Sources: United States Census Bureau, 2018 ACS 5 year Estimates, Tables S0901, S1301, S2001 and Kansas Department of Health and Environment, Bureau of Epidemiology and Public Health Informatics

2. Select at least one (1) Perinatal/Infant Measure your agency will work towards this grant year by way of Providing Service and/or Referring for Services. (1 point)

	Providing Services	Referring for Services
a. Breastfeeding	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Safe Sleep	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Select all the Perinatal/Infant Evidence-Based/Promising Practice Tools that will be utilized during the grant year: (1 point)

- Ages & Stages Questionnaire (ASQ)-2
- Ages & Stages Questionnaire (ASQ)-3
- Ages & Stages Questionnaire (ASQ)-SE
- Baby Pediatric Symptom Checklist
- Baby & Me Tobacco Free (BMTF)
- Becoming a Mom/Comenzando bien implemented according to the Kansas Perinatal Community Collaborative Model
- Breastfeeding Peer Counselor (BFPC)
- Bright Futures Guidelines/Toolkit
- Community Supporting Breastfeeding (CSB)
- Forever Free "Baby and Me" (relapse prevention program)
- Edinburgh Postnatal Depression Scale (EPDS)
- KAN Be Healthy (KBH) "EPSDT Screening Form"
- KS Tobacco Quitline
- Patient Health Questionnaire (PHQ)-9
- Safe Sleep Instructor (SSI)
- Smoking Cessation and Reduction in Pregnancy Treatment Program (SCRIPT)
- NA (not providing services to this population)
- Other (specify below)

3a. List any other Perinatal/Infant Evidence-Based/Promising Practice Tools that will be utilized during the grant year.

none

4. Complete below for measure(s) selected above

a. Breastfeeding

Providing Services

Baseline Data & Source - Where are you now? (2 points)

72% initiation - DAISEY Records (all MCH clients served) 89% Initiation - Team Leader Records (First Steps clients engaged prenatally that we were able to impact the initiation of breastfeeding before delivery) 98% Initiation - DAISEY Records (Baby Basics clients)

Goal/Vision - Where do you want to be? (4 points)

Goal = Increase the percent of all MCH clients served who initiate breastfeeding from 72% to 75% during SFY2021 Goal = Increase the percent of First Steps clients engaged prenatally that initiate breastfeeding from 89% to 90% during SFY2021 Goal = Increase the percent of Baby Basics clients that initiate breastfeeding from 98% to 99% during SFY2021

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Provide education and benefits of breastfeeding to all pregnant MCH clients - during home visits and through Baby Basics (Kansas Perinatal Community Collaborative) classes. 2. Refer all eligible pregnant MCH and Baby Basics clients to a WIC breastfeeding peer counselor. 3. Require all MCH staff to attend basic breastfeeding training within the first year of employment. 4. Refer MCH and Baby Basics clients to local hospital breastfeeding classes and support (prenatally and postpartum). 5. Utilize educational videos to clients who are undecided about breastfeeding. 6. Provide DVDs about breastfeeding to Baby Basics clients.

Referring for Services

If your agency is not providing Breastfeeding services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

providing services

b. Safe Sleep

Providing Services

Baseline Data & Source - Where are you now? (2 points)

100% of MCH clients receive Safe Sleep education - Team Leader records and DAISEY

Goal/Vision - Where do you want to be? (4 points)

Goal = continue that 100% of all MCH clients served receive Safe Sleep Education Vision = that all MCH infants have a Safe place to sleep and that all caregivers understand the meaning and importance of a Safe Sleep Environment and put it into practice at their residence

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

1. Provide education to all MCH clients (home visits and Baby Basics classes) prenatal and postpartum regarding Safe Sleep practices for an infant. 2. Require all new MCH staff to attend a Safe Sleep class from a certified Safe Sleep Instructor (SSI) within one year of employment. 3. Provide Safe Sleep education to other home visitation programs and community partners from a certified SSI. 4. Continue to have one MCH staff member be a certified SSI through the KIDS Network of Kansas. 5. Host Community Baby Shower for Safe Sleep in our community twice a year. 6. Continue the Fetal Infant Mortality Review Program (will help identify if Safe Sleep remains a factor in our community).

Referring for Services

If your agency is not providing Safe Sleep services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

5. What additional Perinatal/Infant services does your agency provide that link to your agency priorities and align with this priority measure? (I.e. substance use, perinatal mood and anxiety disorder screenings, newborn screening, well visit/KBH, immunization compliance, topics from BAM prenatal education sessions, Home Visiting focused education topics, etc.) (2 points)

Provide Newborn Home Visit with assessment for infant (based on Medicaid standards). Topics from Baby Basics classes = You and Your Pregnancy (taught by Certified Nurse Midwife), Oral Health (taught by Registered Dental Hygienist), Healthy Pregnancy, Infant Feeding, Infant Care, Healthy After Pregnancy Home Visiting Education Topics = infant weight gain, development, feeding, cues, sleeping, safety, when to seek medical care/advice, car seat use, early literacy Screen all pregnant and newly delivered women for smoking use with the Tobacco Use Survey - refer to the Kansas QuitLine and/or provide SCRIPT. Screen all infants beginning at 2 months for developmental assessments by utilizing the ASQ:3 and ASQ:SE-2 and referring to Infant-Toddler Services for further evaluation if needed. The Bright Futures Toolkit is used as a resource for all MCH staff providing home visits. Bright Futures handouts are utilized for distribution to families - focusing on nutrition and development. Assure that all MCH staff get signed up for use of the online toolkit. All MCH clients seen during home visits and Baby Basics classes are screened routinely using the Edinburgh depression screen and are followed up with if needed per their score. Clients would be referred to a mental health provider in our community if needed.

Section D4 - Adolescent Program Effectiveness

D4 - Adolescent Health (22 points)

Priority 4: Communities and providers support physical, social and emotional health

1. Describe the Adolescent population in your community (examples: age, gender, race/ethnicity, education level, income ranges, health insurance coverage etc.) (4 points)

For Shawnee County the adolescent (age 15-24) population is 22,2610 or 12.7% of the total populations. The race breakdown for this population is White: 65%, Black: 12.3%, Hispanic or Latino: 19.4%, American Indian/ Alaskan American: 1.3%, Asian/ Pacific Islander: 1.9%. Percent Insured: 92%, Percent Uninsured: 8%. ** Data Source: United States Census Bureau, 2018 ACS 5 year Estimates, Tables S2701 and Kansas Information for Communities, and Kids Count Data Center.

2. Select at least one (1) Adolescent Measure your agency will work towards this grant year by way of Providing Service and/or Referring for Services. (1 point)

	Providing Services	Referring for Services
a. Adolescent Well-Visit	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Select all the Adolescent Evidence-Based/Promising Practice Tools that will be utilized during the grant year: (1 point)

- Bright Futures Toolkit
- Patient Health Questionnaire (PHQ)-9
- Pediatric Symptom Checklist
- KAN Be Healthy (KBH) EPSDT Screening Form
- Car, Relax, Alone, Forget, Friends, Trouble (CRAFT) Screening Test
- Drug Abuse Screening Test (DAST)-20: Adolescent version
- KS Tobacco Quitline
- Pediatric Symptom Checklist - 17 (ages 9+)
- Strengths and Difficulties Questionnaire (SDQ) (ages 3-16)
- NA (not providing services to this population)
- Other (specify below)

3a. List any other Adolescent Evidence-Based/Promising Practice Tools that will be utilized during the grant year.

none

4. Complete below for measure(s) selected above

a. Adolescent Well-Visit

Providing Services

Baseline Data & Source - Where are you now? (2 points)

not providing services **the only adolescents we currently serve are either pregnant or postpartum and would be served in that capacity

Goal/Vision - Where do you want to be? (4 points)

not providing services

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

not providing services

Referring for Services

If your agency is not providing Adolescent Well Visit services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

Depending on the need, we would refer adolescent clients to the following: * medical doctor - if they needed to establish a primary care physician, we would utilize our FQHC, GraccMed - referral would be made either by having the client call themselves to make an appointment or assisting with the phone call to schedule * Family Service and Guidance Center - if the need was to seek mental health/counseling - this is our primary place that serves this age group to meet these needs - we would give them the information, but they would need to call to schedule their appointment themselves *Immunizations - we would refer them to our immunization clinic by providing them the location and hours - since they are a walk-in clinic, we would make sure they knew where to access this service *Pregnancy Testing - we would refer them to our pregnancy testing clinic by providing them the location and hours - also a walk-in clinic * STI Testing - we would refer them to our STI clinic by providing them the location and hours and could assist with scheduling an appointment if needed

5. What additional Adolescent services does your agency provide that link to your agency priorities and align with this priority measure? (2 points)

STI Testing Immunizations Pregnancy Testing Education talks to adolescent groups on smoking, vaping, drug use, sexual health

D5 - Children with Special Health Care Needs (CSHCN) (22 points)

Priority 6: Services are comprehensive and coordinated across systems and providers

1. Describe the CSHCN population in your community (examples: age, gender, race/ethnicity, education level, income ranges, health insurance coverage etc.) (4 points)

In 2019, 788 children were served through the Tiny K program in Shawnee County. Of these, 34% were female and 66% were male. There were 468 who reported they receive medicaid and 152 who have private insurance.

2. Select at least one (1) CSHCN Measure your agency will work towards this grant year by way of Providing Service and/or Referring for Services. (1 point)

	Providing Services	Referring for Services
a. Medical Home	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. Complete below for measure(s) selected above

a. Medical Home

Providing Services

Baseline Data & Source - Where are you now? (2 points)

not providing services

Goal/Vision - Where do you want to be? (4 points)

not providing services

Strategies - How will you get there? Actionable Activities (including services to be provided, curriculum, evidence-based tools, etc.) (4 points)

not providing services

Referring for Services

If your agency is not providing Medical Home services, describe who your agency will refer clients for services. List the referral organization(s) that are in place, including how referrals are made. (4 points)

If a Child with Special Healthcare Needs is seen in our agency we would refer them to the following depending on their needs: * Medical Home - we would refer to our FQHC, GraceMed - we would either assist with the call to schedule a visit or give them the information to * Families Together - we would refer them to this agency in our community (they specialize in serving families that have children with special needs for education, advocacy, etc.) * TARC - we would refer them to this agency to receive an evaluation to determine if the child qualified for their services - we would assist them in scheduling this visit or provide them information to call on their own - would also send a formal referral to this agency with the child's information - no consent required from parent for this referral * Capper - we would refer them to this agency to receive additional services in a traditional setting (i.e. PT, OT, SLP, etc.)

5. What additional CSHCN services does your agency provide that link to your agency priorities and align with this priority measure? (2 points)



Section E - MCH Data

(Section Points Available: 15 points)

1. Describe how your agency will use MCH data to improve programs/services provided. (8 points)

- * What data will be used to monitor progress?
- * How often is data reviewed?
- * Who is responsible to review data?
- * How is data shared with MCH staff?
- * How are the provided services adapted/enhanced based on the review of data?
- * How is the data checked for accuracy/validation of data quality?
- * How frequently does this occur?

The Shawnee County Health Department uses data from DAISEY, Team Leader records, staff logs, and surveys to monitor our progress. For data entered into DAISEY, the Team Leader is responsible for reviewing the data by running reports monthly to assure all data has been entered that is required and is accurate. For our internal data reporting system kept by our Team Leader, the data will be reviewed with staff at their individual supervision meetings that occur every other week. The staff will keep monthly logs of their home visits. These are turned in every month to the Team Leader and reviewed for accuracy to be able to use for bi annual reporting for the MCH progress report. When the Team Leader or any staff member is seeing a dramatic swing in any of the data points the MCH Team Leader works to learn more about it and discusses it at staff meetings or during the individual supervision meeting of each staff member. MCH Team Leader and staff will work together on implementing new strategies or seek help from KDHE or other counties to improve our outcomes. We plan to begin using our DAISEY information for both MCH and our prenatal classes (Baby Basics) to help determine if any QI projects should be implemented because of the data. Our data from our prenatal classes is reviewed with the state lead at least once a year to show us our progress and where we are compared with the rest of the state sites. This allows us to determine what, if any, improvements needs to take place in the classes. The goal will be to review the DAISEY reports that are currently available and request any additional special run reports at least twice a year to be able to allow us to analyze our data and once again determine if any changes needs to be made to our MCH home visit program. The MCH Team Leader will be responsible for taking the lead on the reports, but will schedule meetings with the Division Manager to provide an overview of the data and discuss findings.

2. Which method will your agency use to enter client level data into DAISEY? (1 point)

- Directly enter client level data
- Import data from another system
- API from another system

2a. If you have another system (EHR/EMR), what is the name of the system and who is the vendor?

We are using the EzEMRx and the vendor is Custom Data Processing.

3. Describe your plan for collecting the data and getting it into DAISEY (method, timing, staff responsible, etc.) (4 points)

All data obtained for MCH services will be entered by each staff person into the EMR which will work with the API to be shared with DAISEY. Staff are to have all data entered within 3 working days of the visit if not done during the actual visit.



Section F - Collaborative Partnerships

(Section Points Available: 16 points)

1. When referring for services outside the program, what are the processes for initiating, tracking and follow-up on referrals? (4 points)

Currently our MCH program reaches out to the outside programs by phone, email, fax, or in person to give the information needed to make to the referral. The staff will have the client sign a release of information to be able to share their information with the receiving program. We continue to explore the option of using the IRIS system, along with other community partners. Staff then make a plan to follow up with the other program and the client to make sure they have been in contact. This gets documented in the clients chart if they have one with our programs. We use the DAISEY referral form for our clients. These referrals are flagged, if needed, to remind staff to follow up with the client to assure the loop is closed.

2. Describe plans for promotion and outreach of your MCH services to the community to target and recruit clients? (face-to-face/partner meetings, social media, brochures, etc.) (4 points)

We plan to continue promoting our services through the use of brochures given out at community events along with an MCH staff member present to speak to potential MCH clients. We also use social media by posting on the Shawnee County Health Department Facebook, Instagram, and Twitter pages. We are listed on the Early Childhood Collaboration (ECC) website. We advertise our Perinatal Community Collaborative (Baby Basics) classes through our WIC program, home visitation services like Nurse Family Partnership and First Steps, and local OB/GYN offices. We promote these classes on our Facebook page with the help of our Health Promotions staff. MCH is promoted through our Heartland Healthy Neighborhoods Healthy Babies workgroup, which also serves as the Fetal Infant Mortality Review Community Action Team. Successful Connections with Child Care Aware of Eastern Kansas, who is our umbrella agency for home visitation in our community promotes MCH services to moms at Stormont Vail Hospital who have just given birth. The WIC program also promotes our services to their clients. We will continue to work on our Face to Face meetings with WIC clients to build up our case loads. We always like to meet personally with any new programs in our county who work with the same populations to educate them about our services and ways to refer to our programs. We are members of the Early Childhood Collaborative, Early Childhood Collaborative Executive group, and the Shawnee County Drug Endangered Children group. Staff will continue to participate in health fairs that target pregnant women, infants, and families.

3. What are your planned community outreach activities? (e.g. community baby shower, health fairs, vaccinations in schools, etc.) (2 points)

We plan to help with two community baby showers for safe sleep. We plan to be a participant in any other "Baby" themed activities we hear about in our community by calling and requesting a spot(table) at their activity. Examples are our local hospital has a Baby Jubilee for expectant families that we always have a booth at. We plan to continue to partner with the USD 450 school district and any new districts that want to partner to do vision screens. We plan to resume visits with the Topeka Shawnee County Public Library "Learn and Play Bus". We plan to be present at our local Zoo for special days that promote health and wellness, like Boo at the Zoo and Safe Kids Day at the Zoo.

4. Describe collaboration with local partners (community-based health, community coalitions, local schools, social service providers, local Chronic Disease Risk Reduction (CDRR) grantee, etc.) to ensure services are provided. Include statewide initiatives for breastfeeding, safe sleep, smoking, birth outcomes/Becoming a Mom prenatal education. (6 points)

The Healthy Babies workgroup of HHN functions as the FIMR Community Action Team. The Healthy Babies group works based on recommendations received from the Case Review Team of FIMR. Strategies and action steps are identified that the team works on over 3-5 years typically as part of the Community Health Improvement Plan. Recent work includes: discharge appointment scheduling, mental health disparities, family planning and school district involvement with pregnant/parenting teens. Many partners sit on the CAT team including hospitals, clergy, mental health, other home visiting services, etc. Contributions include: meeting space, staff time to be allowed to volunteer for the meetings and any outreach efforts the team takes part in, at time financial resources to purchase various Safe Sleep items. Early Childhood Collaboration (ECC)-This is a collaboration of community partners who work with pregnant women and children from birth-age 5. Program information is shared at the monthly meetings. The mission of the ECC is to "create a comprehensive service delivery system dedicated to ensuring a coordinated community response in serving families with children, prenatal to school age." Contributions include: meeting space, staff time to attend the collaborative meetings, various materials about the programs to be shared with other staff, various materials to be handed out to clients, speakers time and resources (we have a speaker each month from our community), social media efforts (Facebook account and a user group that manages it). Successful Connections employs three assessors who visit moms in the hospital after they give birth. They discuss home visitation with the moms and offer a referral to the program that fits the family best. They serve as the central referral intake point for Shawnee County. All clients they see are told about the newborn home visit offered by the Shawnee County MCH program. Contributions made include: referrals for clients for our MCH programs, including home visitation and group prenatal classes. Grace Med, our safety net clinic now has the Pregnancy Maintenance Initiative program and we collaborate with the case manager to refer to our programs as needed. The prenatal component of Grace Med provides referrals for MCH. We collaborate on shared clients working as a team for a healthy pregnancy outcome. They also provide facilitation for various classes and components for our perinatal community collaborative "Baby Basics". Both the nurse midwife and dental hygienist provide the education. Contributions include: staff time to teach the classes

continue to work with them to raise awareness of the various cessation services for pregnant and post partum women in Shawnee County. They also help to provide education to our target populations when doing their own outreach services. Contributions include: staff time to attend and provide smoking cessation education at the Community Baby Showers for Safe Sleep. WIC-We work closely with our WIC program to initiate services with eligible clients. Our process with them includes a "warm handoff" in-house for clients when possible to engage in home visitation services. WIC dieticians provide various education components for part of our Perinatal Community Collaborative "Baby Basics". They teach education classes on breastfeeding and nutrition. Contributions include: staff time to make MCH referrals and provide a warm handoff, staff time to teach the classes for the collaborative, nutritious snacks for clients during the classes. Hospitals-We have a formal referral process for moms delivering at Stormont Vail who are either Kompc screen positive or a NICU baby. We receive hospital referrals on all of these babies to offer services to. We continue to work on re-building our relationship with the University of Kansas St. Francis campus as they have had many staff changes and the social worker from their labor/delivery unit no longer works there. We also have partnerships with both hospitals for the Fetal Infant Mortality Review program here in Shawnee County. Contributions include: referrals for our MCH programs, meeting space for our FIMR Case Review Team meetings, food for our CRT meetings, staff time to be allowed to participate on both the CRT and CAT FIMR teams. We typically rotate between hospitals every two years. Nursing Schools-We serve as a clinical rotation site for both schools of nursing for student nurses. We provide an orientation day for public health and then specific opportunities for students to follow our MCH staff in the various programs. A Baker School of Nursing professor helps teach our Baby Basics classes for the labor and delivery section. We also have staff members from both schools that participate on our FIMR CRT and CAT teams. Both schools of nursing also participate in our Community Baby Showers for Safe Sleep. Students provide an education session to parents on various topics. Contributions include: staff and student time to attend FIMR meetings, teach classes, participate in the baby showers. Expanded Food and Nutrition Education Program K-State Research and Extension-Shawnee County (EFNEP)-Staff from the EFNEP program help provide education sessions for the Baby Basics classes on nutrition and food safety. Contributions include: staff time to teach the classes and nutritious food for the clients to eat. USD 450- We have a new partnership with this school district. We have recently worked with them to help provide vision screenings for their preschool classes and Special Education classes. This involves all four of the elementary schools in the district. Plans are underway to expand this service to all kindergarteners in the district next year. Contributions include: the opportunity to work in the school district, which is something we've never formally done. DCF-We receive direct referrals in to our home visitation programs from them. We often receive high-risk clients for our services, as our social work program, especially is well-known to them. Contributions include: referrals for our MCH programs. WIC Breastfeeding Peer Counselors-We collaborate on mutual clients with the BF peer counselors. We are able to communicate via KWIC notes on mutual clients to partner together on clients who may need additional support or education from them. Contributions include: staff time to coordinate care. Community Baby Shower for Safe Sleep Community Partners-We have multiple community partners who come together annually each Fall (with an expected addition of a Spring shower also) to provide a "Community Baby Shower for Safe Sleep." Our Family Health Division Manager serves as a Safe Sleep Instructor for the KIDS Network and works with other instructors in Shawnee County to provide the education. Partners provide education booths, interactive displays, various resources for participants. Contributions include: a venue for the event, food for the event, advertising for the event, client items (sleep sack, diapers, portable crib, TDAP vaccines, bags). Partners include: both delivering hospitals, the public library, Successful Connections, both schools of nursing, the CDRR grant recipient, EFNEP, Black Nurses Association, etc.) Immunizations Clinic at SCHED-Staff provide the flu (seasonal) and TDAP vaccines to Baby Basics participants and also participants of the Community Baby Shower. Contributions include: staff time to attend the classes and the Community Baby Shower for Safe Sleep and the vaccines. Tupeka Shawnee County Public Library "Learn and Play Hus"-Staff members go twice a month to participate on this portable classroom geared towards birth-5 years old. They provide a variety of education activities (i.e. oral health, handwashing or vision screening).

Section H - Home Visitation Services

(Section Points Available: 10 points)

1. Will home visiting be the only MCH service your agency provides?

- Yes
- No

2. Estimated numbers to be served in the grant period SFY2021 (July 1 to June 30) and actual numbers served in SFY2019: (2 points)

	SFY2021	SFY2019
Prenatal/Pregnant Women	45	31
Post-Partum Women	150	101

3. What other home visiting programs do you have in your community such as Parents as Teachers, Early Head Start, Healthy Families America, etc. (1 point)

Our community has Parents as Teachers, Healthy Families America, Nurse Family Partnership, Parent Child Assistance Program (formerly known as Drug Endangered Child).

4. Describe a typical prenatal and post-partum home visit. (5 points)

- * How many visits per client? (frequency) (2 points)
- * How long do visits last? (duration) (2 points)
- * List assessments/screenings conducted during the initial visit (1 point)

The frequency of the visits for our LMSW First Step program depends on the clients needs and is discussed at the initial visit to determine what will work with clients knowing it can change based on their needs. They will visit the client until the child turns one year old or the client declines any further services. The visit usually lasts 1 hour, but again this will depend on the clients needs on that day. Prenatal home visit will consist of the home visitor making sure the client has medical insurance for the pregnancy. Assisting with signing up for Medicaid if needed. Assessing their current prenatal care and provider to make sure there aren't any barriers to making her appointments. Assessing the physical and mental health of the woman, doing a Depression Screen within the first two visits. Following up on any referrals that have been made. Discussing any community resources needed and how to obtain them, for example a car seat or transportation to OH appointments. A discussion on breastfeeding and offering information on BF classes and/or brochures, books, ect. to help her with gaining knowledge about BF. Nutrition during pregnancy. Oral health and how it impacts your unborn baby. Discussing her reproductive life plan and how to utilize birth control after her delivery. Discuss smoking, drug, and alcohol use and how it affects her and her unborn baby. The Tobacco Use form is completed at the initial visit. Again making referrals as needed for this. Discuss the risk of preterm labor and ways to prevent this including asking her doctor if she is a candidate for progesterone. Teaching about safe sleep for the infant. Our staff will find different ways to interact with the client whether it is through activities, watching labor and delivery videos, encouraging them to finish their education, and/or supporting them in dealing with stress in their lives. The post-partum home visit will be completed by the RN for the New Baby Home Visit and is usually a one time visit. A second visit can be made and usually happens when a weight check is needed. These visits usually last 60 to 90 minutes. The visit will include a nurse assessment on the post-partum woman and the infant. This includes discussing the recent birth experience, method of feeding for the infant, physical assessment on baby to include weight, height, and head circumference, and discussing infant cues. An assessment of the home environment, smokers in the home, safe sleep, immunization plan, insurance coverage, medical provider, KBH/ well child up to date, car seat safety, infant care, infant injury prevention, normal growth and development, Period of purple Crying information, Shaken Baby information, SIDS/ABC's of safe sleep information. A depression screen using the Edinburgh tool. Father involvement. A referral to ongoing home visitation if

5. What educational materials/curriculum utilized during a Home Visit? Please list exact tools and/or information. (2 points)

The prenatal visits utilize the "Nursing Child Assessment Satellite Training (NCAST) and the curriculum "Promoting Maternal Mental Health During Pregnancy." The "What To Do When You're Having a Baby" book. If this is an ongoing service with our MCH LMSW staff, the home visits will continue to cover the above information along with a developmental assessment using the ASQ-3, ASQ-SE per recommended age requirements. For on-going home visits postpartum, they utilize the "Nursing Child Assessment Satellite Training (NCAST) and the curriculum "Promoting First Relationships." All clients who receive any home visitation services will receive handouts on Safe Sleep from National Institute of Child Health and Human Development. Shaken Baby Syndrome brochure and Period of Purple Crying fact sheet by the National Center on Shaken Baby Syndrome. Soothing a Crying Infant tip card from www.KCSL.org. Count the Kicks brochure from countthekicks.org. Milestone Moments booklet from www.cdc.gov/Milestones. Tummy Time Activities to Strengthen Baby from Pathways.org. Safety Checklist for your home from Noodle Soup. Poison Center tip card/magnet from Poison Help. Many different breastfeeding handouts, Birth control handout from Bedsider.org. Oral Health and Vision information handout. Staff will take out and educate parents about the "What to do when your child gets sick" book provided by Kansas Head Start Association funded by the United Methodist Health Ministry Fund.

Budget Section

SFY2021 Budget for Maternal & Child Health

Budget Narrative/Justification (10 points)

Salaries

Details on each position funded by the grant (award/match).

Teresa Fisher, RN - Family Health Division Manager- provides oversight for MCH program and staff, helps write grant application and reviews progress reports for grant application, reviews/helps prepared/track budget/spending, teach Baby Basics class, attends community meetings, serves as a Safe Sleep Instructor for Shawnee County Missy Middendorf, RN - Team Leader- supervises all MCH staff, assigns referrals out to staff, grant application, progress reports for grant requirements, monitor and analyze DAISEY data for MCH and Baby Basics, works with community partners for new referral opportunities, attends community meetings, teach Baby Basics class, oversees Baby Basics community network Tandem Knight, RN - provides MCH home visits (typically newborn home visits), does FIMR abstractions, prepares and teaches Baby Basics class, provides vision screenings, does MCH outreach activities Jene Yoder, LMSW - provides MCH home visits (carries a caseload of approximately 25 at-risk families), does FIMR interviews, prepares and teaches Baby Basics class, participates in MCH outreach activities, attends community collaboration committees Abby Phillips, LMSW - provides MCH home visits (carries a caseload of approximately 25 at-risk families), does FIMR interviews, prepares and teaches Baby Basics class, participates in MCH outreach activities, attends community collaboration committees Jennifer Mejias-Martinez - provides interpreter services for MCH home visits, participates in MCH outreach activities Connie Macha, Office Assistant - provides clerical support to all MCH staff, does DAISEY entry (until API is turned on), processes daily MCH referrals, data entry for Baby Basics classes, reminder calls to class participants, sets up for Baby Basics classes, communicates with community referral network Vacant RN - anticipated activities: provides MCH home visits (typically newborn home visits), does FIMR abstractions, prepares and teaches Baby Basics class, provides vision screenings, does MCH outreach activities **Each position is listed above and is itemized per salary what is paid out of award and match per position.**

Benefits

List all components of fringe benefits and indicate rates.

	Benefit	Wage	Rate	Number of Staff	Cost
1.	Health & Life Insurance	\$355,466	\$10,130 per FTE	6.85	\$69,391
2.	FICA	\$355,466	7.65%	6.85	\$27,193
3.	KPERS	\$355,466	9.61%	6.85	\$34,161
4.	Unemployment	\$355,466	0.16%	6.85	\$569
5.	Workers' Comp	\$355,466	2.50%	6.85	\$8,887
6.	Other	\$355,466	0.08%	6.85	\$284

7.

--	--	--	--	--

9.

--	--	--	--	--

Total Benefit Cost:

Total Benefit Cost

\$140,485

Capital Equipment

Describe need and detail all costs associated with equipment with a useful life of more than one year and costing \$500 or more.

N/A

Health Services

Describe need and detail all health services to support the program including contractors and consultants and indicate if individuals and/or organizations will be reimbursed for services on a fee basis. Specify type of contractor or consultant and rate charged.

N/A

Promotional Materials

Describe need and detail all costs associated with promotional materials, promoting services and recruiting clients and explain how costs were estimated.

\$750 - Advertising in "My Baby" book. We advertise our following programs: Baby Basics (prenatal education classes), newborn home visits and First Steps home visit program. The "My Baby" book is a resource book given to new parents at the hospitals and OB/GYN offices. Uses last year's actual cost to estimate the budgeted cost. \$400 - Facebook boosts for Baby Basics classes. We allow \$100 per Baby Basics course. We do a Baby Basics course each quarter.

Special Health Care Needs-Satellite Office ONLY

Detail all costs associated with being a Special Health Care Needs-Satellite Office.

N/A

Supplies

Describe need and detail all costs associated with program supplies and other consumables, costing less than \$500 per unit. (Costs under this category include printing, postage, general office supplies, etc.)

\$1,500 - Office Supplies - paper, pens, sticky notes, tapes, etc. We estimated this cost based on last year's actual expenditures. \$5,000 - Educational Supplies - \$2,500 Cribs for Safe Sleep Community Baby Showers, \$2,500 Strollers, car seats, pack n plays, wipes, diapers, etc for Baby Basics incentives

Training/Travel

Describe the purpose for all training and travel and how costs were determined. Detail all costs associated with training and travel including registration fees, mileage, lodging, per diem, etc.

\$6,500 - Mileage - \$11,304 @ \$0.575 per mile. Most of this is travel to clients' homes and is estimated based on actual average monthly mileage per staff times the number of visiting staff. Additional cost is added for travel to various trainings. \$2,000 - Travel/Accommodations/Subsistence - Hotels, meals, tolls, parking for various trainings. \$3,000 - Training/Registration - Governor's Public Health Conference, Governor's Conference of Child Abuse and Neglect, Safe Sleep Instructor Training, other relevant trainings. We plan to send at least 1 staff member to the Governor's Public Health Conference (per requirements). If the funding is available, we would also send any new staff and/or other MCH staff interested in attending. We plan to send 1 staff member to the Governor's Conference on Child Abuse & Neglect. We plan to send 1 staff member to the annual Safe Sleep Instructor training so that her certification is renewed.

Other

Describe need and provide justification for all other expenses necessary to achieve program outcomes not covered in any other budget category.

\$11,500 - Computer Software EMR - ezEMRx software used for billing and medical records. Estimated based on monthly user fees and the number of MCH users. \$2,764 - Professional Liability Insurance - based on previous year expenditure \$403.50 per FTE \$3,180 - Cell Phones - 5 smart phones with hot spots @ \$45.80 each per month=\$2,750 plus 1 smart phone without hot spot @ \$35.80 per month=\$430 - based on current costs. \$75 - Repairs/Maintenance - scale calibrations based on previous year expenditures \$750 - Contractual Services - \$410 Records storage based on current fee schedule and number of boxes in storage, \$90 Shredding services based on current fee schedule and pick-up schedule, \$250 FIMR data cost paid to KDHE. \$610 - Copier Lease - based on previous year expenditure \$75 - Printing Business Cards - 2 sets of 250 @ \$37.50 each

Indirect Costs

Costs attributed to overhead, accounting or general operating expenses. Indirect costs may NOT exceed state rate unless applicant has a federally negotiated rate (upload documentation of federally negotiated indirect rate in the Uploads tab).

Our current indirect cost rate is 31.75%. Since that is higher than the current state rate of 20.30% and we do not have a Federally negotiated rate, we have used 20.30% of estimated Federal direct costs on this application.



Public Health
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Shawnee County Health Department

Shawnee County Health Department
Linda Ochs, Director

Maternal and Child Health (MCH)
2600 East Circle Dr. Topeka, KS 66606
Ph. 785.251.5647 | Fax 785.251.5695
www.shawneehealth.org

**Maternal Child Health (MCH)
DISCOUNT AND PAYMENT GUIDELINES
2019**

We do not refuse service because of inability to pay.

INCOME RANGES ARE REVISED ANNUALLY BASED ON THE FEDERAL INCOME GUIDELINES

Federal Income Level *Add \$4,420 for each additional family member	185% or Less	186% to 195%	196% to 205%	206% to 215%	215% to 225%	>225%
	Scale A	Scale B	Scale C	Scale D	Scale E	Scale F
Discount Fees based on income ranges	\$0.00	\$6.00	\$12.00	\$18.00	\$24.00	\$30.00 Prenatal Risk Reduction (RN/SW)
	\$0.00	\$8.00	\$16.00	\$24.00	\$32.00	\$40.00 Nutritional Counseling (RD)
	\$0.00	\$12.00	\$24.00	\$36.00	\$48.00	\$60.00 Newborn Home Visit (RN)
Family Size	Monthly Income					
1	0 1,926	\$1,927 \$2,030	\$2,031 \$2,134	\$2,135 \$2,238	\$2,239 \$2,342	\$2,343 AND ABOVE
2	0 \$2,607	\$2,608 \$2,748	\$2,749 \$2,889	\$2,890 \$3,030	\$3,031 \$3,171	\$3,172 AND ABOVE
3	0 \$3,288	\$3,289 \$3,466	\$3,467 \$3,644	\$3,645 \$3,822	\$3,823 \$3,999	\$4,000 AND ABOVE
4	0 \$3,970	\$3,971 \$4,184	\$4,185 \$4,399	\$4,400 \$4,614	\$4,615 \$4,828	\$4,829 AND ABOVE
5	0 \$4,651	\$4,652 \$4,903	\$4,904 \$5,154	\$5,155 \$5,405	\$5,406 \$5,657	\$5,658 AND ABOVE
6	0 \$5,333	\$5,334 \$5,621	\$5,622 \$5,909	\$5,910 \$6,197	\$6,198 \$6,486	\$6,487 AND ABOVE
7	0 \$6,014	\$6,015 \$6,339	\$6,340 \$6,664	\$6,665 \$6,989	\$6,990 \$7,314	\$7,315 AND ABOVE

Effective 4/1/2019

The payment guidelines have been explained to me and I have had an opportunity to ask questions.

Patient Signature

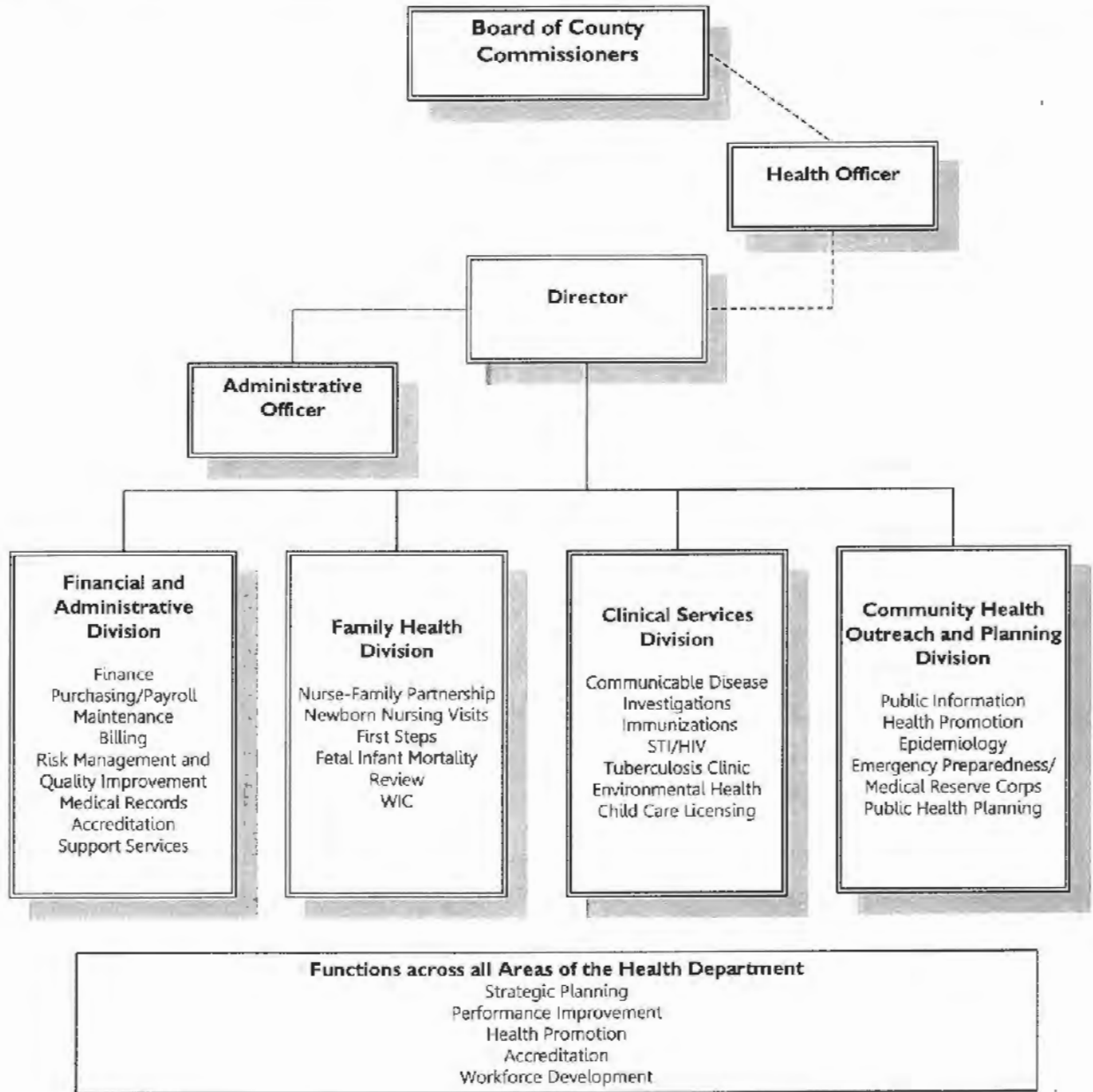
Date

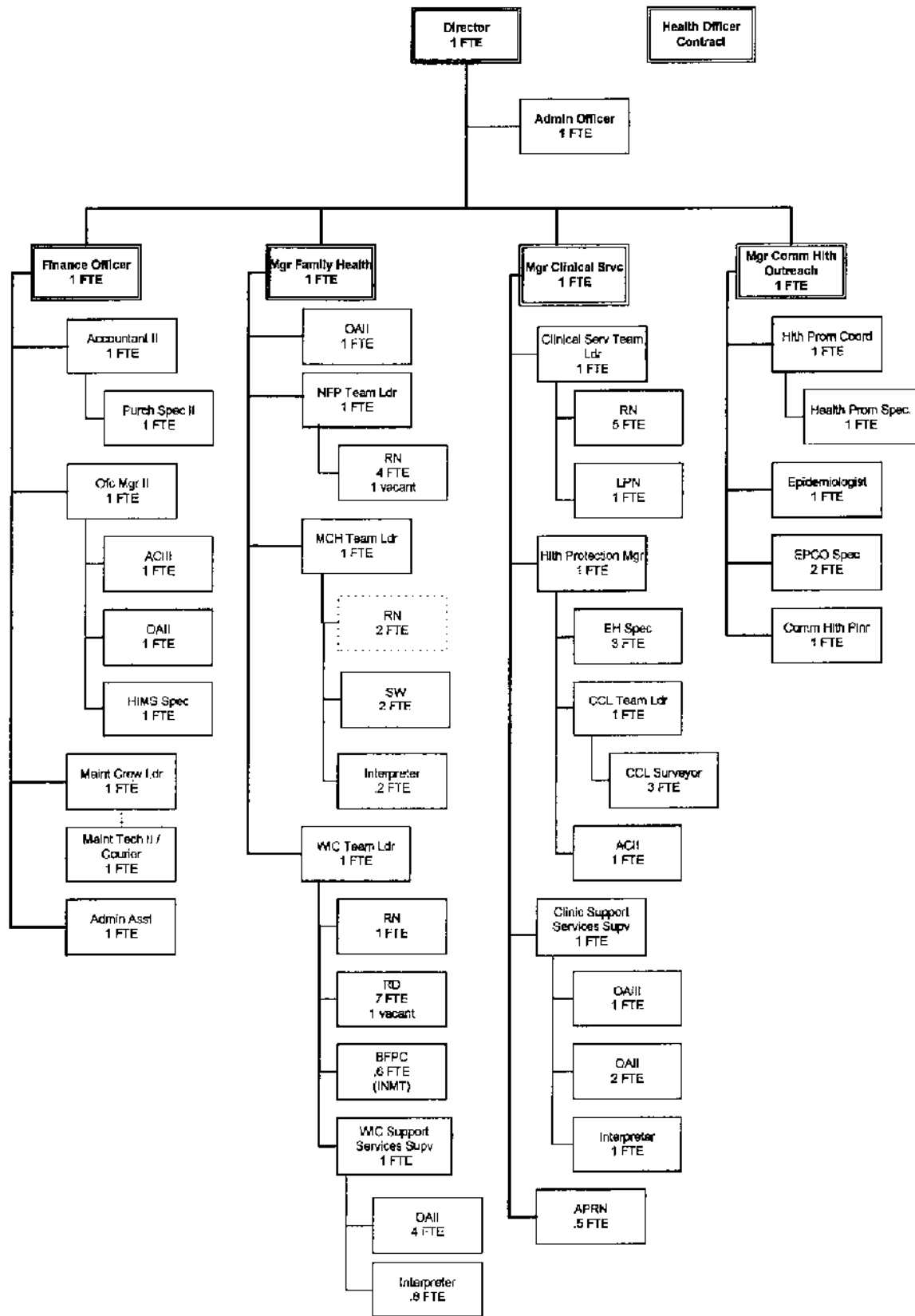


Public Health
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Shawnee County Health Department

FUNCTIONAL ORGANIZATIONAL CHART FOR SHAWNEE COUNTY HEALTH DEPARTMENT





External Grantee: Shawnee County Health Department
Grant: Maternal & Child Health (MCH)

Category			Request	Request		Match	Match % Of		
Type	Category	Description	Request Cost	Quantity	Total	Match Cost	Quantity	Match Total	Request
		Health & Life Insurance \$10,130							
Expenditure	Benefits	per FTE	\$52,175.00	100%	\$52,175.00	\$17,216.00	100%	\$17,216.00	33%
Expenditure	Benefits	FICA 7.65% of Salaries	\$20,484.00	100%	\$20,484.00	\$6,709.00	100%	\$6,709.00	33%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$25,686.00	100%	\$25,686.00	\$8,475.00	100%	\$8,475.00	33%
		Other Benefits 2.74% of Salaries (Unemployment & Worker's Comp)	\$7,324.00	100%	\$7,324.00	\$2,416.00	100%	\$2,416.00	33%
Expenditure	Promotional Materials	Advertising in My Baby Book	\$0.00	0.00000	\$0.00	\$750.00	1.00000	\$750.00	N/A
Expenditure	Promotional Materials	Baby Basics Facebook Boosts	\$0.00	0.00000	\$0.00	\$400.00	1.00000	\$400.00	N/A
Expenditure	Salary - MCH	Teresa Fisher	\$71,032.00	37.59432%	\$26,704.00	\$71,032.00	12.40568%	\$8,812.00	33%
Expenditure	Salary - MCH	Connie Macha	\$27,664.00	63.90977%	\$17,680.00	\$27,664.00	21.08878%	\$5,834.00	33%
Expenditure	Salary - MCH	Melissa Middendorf	\$75,254.00	75.18936%	\$56,583.00	\$75,254.00	24.81064%	\$18,671.00	33%
Expenditure	Salary - MCH	Jene Yoder	\$50,190.00	75.19028%	\$37,738.00	\$50,190.00	24.80972%	\$12,452.00	33%
Expenditure	Salary - MCH	Jennifer Mejias-Martinez	\$45,390.00	7.51928%	\$3,413.00	\$45,390.00	2.48072%	\$1,126.00	33%
Expenditure	Salary - MCH	Vacant MCH LM5W	\$48,235.00	75.19021%	\$36,268.00	\$48,235.00	24.80979%	\$11,967.00	33%
Expenditure	Salary - MCH	Tandem Knight	\$51,334.00	75.18993%	\$38,598.00	\$51,334.00	24.81007%	\$12,736.00	33%
Expenditure	Salary - MCH	Vacant MCH Admin Assistant	\$41,370.00	30.07493%	\$12,442.00	\$41,370.00	9.92507%	\$4,106.00	33%
Expenditure	Salary - MCH	Vacant MCH RN	\$50,336.00	75.19072%	\$37,848.00	\$50,336.00	24.80928%	\$12,488.00	33%
Expenditure	Supplies	Office Supplies	\$0.00	0.00000	\$0.00	\$1,500.00	1.00000	\$1,500.00	N/A
Expenditure	Supplies	Educational Supplies	\$0.00	0.00000	\$0.00	\$5,000.00	1.00000	\$5,000.00	N/A
Expenditure	Training/Travel	Mileage (\$11,304 miles @ \$0.575 per mile)	\$0.00	0.00000	\$0.00	\$6,500.00	1.00000	\$6,500.00	N/A
Expenditure	Training/Travel	Travel, Accommodations & Subsistence	\$0.00	0.00000	\$0.00	\$2,000.00	1.00000	\$2,000.00	N/A
Expenditure	Training/Travel	Training/Registration	\$0.00	0.00000	\$0.00	\$3,000.00	1.00000	\$3,000.00	N/A
Expenditure	Indirect Costs	Indirect Costs 20.3% of Federal Direct Costs	\$29,837.00	1.00000	\$29,837.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Other	Computer Software - EMR	\$0.00	0.00000	\$0.00	\$11,500.00	1.00000	\$11,500.00	N/A
Expenditure	Other	Professional Liability Insurance	\$0.00	0.00000	\$0.00	\$2,764.00	1.00000	\$2,764.00	N/A
Expenditure	Other	Cell Phones	\$0.00	0.00000	\$0.00	\$3,180.00	1.00000	\$3,180.00	N/A
Expenditure	Other	Repairs/Maintenance	\$0.00	0.00000	\$0.00	\$75.00	1.00000	\$75.00	N/A
Expenditure	Other	Contractual Services	\$0.00	0.00000	\$0.00	\$750.00	1.00000	\$750.00	N/A
Expenditure	Other	Copier Lease	\$0.00	0.00000	\$0.00	\$610.00	1.00000	\$610.00	N/A
Expenditure	Other	Printing Business Cards	\$0.00	0.00000	\$0.00	\$75.00	1.00000	\$75.00	N/A
TOTALS			\$596,311.00		\$402,780.00	\$533,725.00		\$161,112.00	40%

Shawnee County Health Department
2600 SW East Circle Drive
Topeka, Kansas 66606-2447

Grant: Public Health Emergency Preparedness (PHEP)
Project Title:
Grant Year: 2021

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

PHEP Local Health Department Application

â€œThis publication was supported by the Grant or Cooperative Agreement Number, NU90TP922049, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.â€ (Note that this statement applies to applications, budgets, budget maintenance and FSRs in KGMS.)

Local Health Department Agency Administrator/Director Name

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Work Cell Phone Number

7858173750

Fax Number

7852515696

Select your PHEP Region below.

- | | | |
|---|---|--|
| <input type="checkbox"/> Central Kansas PHEP Region | <input type="checkbox"/> North Central Kansas Public Health Initiative | <input type="checkbox"/> Southwest Kansas Health Initiative |
| <input type="checkbox"/> East Central Kansas Public Health Initiative | <input checked="" type="checkbox"/> Northeast Corner Regionalization Initiative | <input type="checkbox"/> Southwest Surveillance |
| <input type="checkbox"/> Kansas City Area Region 15 | <input type="checkbox"/> Northwest Bioterrorism Region | <input type="checkbox"/> West Central Public Health Initiative |
| <input type="checkbox"/> Lower 8 of SE Kansas | <input type="checkbox"/> SEK Multi-County Health Department | <input type="checkbox"/> Western Pyramid Regional Group |
| <input type="checkbox"/> South Central Coalition | <input type="checkbox"/> South Central Metro Region | <input type="checkbox"/> Wildcat Region |

Select your HCC Region below.

- | | | |
|---|--|---|
| <input type="checkbox"/> Kansas City Healthcare Coalition | <input checked="" type="checkbox"/> Northeast Healthcare Coalition | <input type="checkbox"/> South Central Healthcare Coalition |
| <input type="checkbox"/> North Central Healthcare Coalition | <input type="checkbox"/> Northwest Healthcare Coalition | <input type="checkbox"/> Southeast Healthcare Coalition |

Fiscal Point of Contact

Preparedness Fiscal Point of Contact Name

Nancy Mitchell

Fiscal Title

Accountant II

Email

nancy.mitchell@scco.us

Work Phone

7852515667

Cell Phone

PHEP Regions

Please select the PHEP Region you are a member of.

- | | | |
|--|--|---|
| <input type="radio"/> Central Kansas PHEP Region | <input type="radio"/> North Central Kansas Public Health Initiative | <input type="radio"/> Southwest Kansas Health Initiative |
| <input type="radio"/> East Central Kansas Public Health Initiative | <input checked="" type="radio"/> Northeast Corner Regionalization Initiative | <input type="radio"/> Southwest Surveillance |
| <input type="radio"/> Kansas City Area Region 15 | <input type="radio"/> Northwest Bioterrorism Region | <input type="radio"/> West Central Public Health Initiative |
| <input type="radio"/> Lower 8 of SE Kansas | <input type="radio"/> SEK Multi-County Health Department | <input type="radio"/> Western Pyramid Regional Group |
| <input type="radio"/> South Central Coalition | <input type="radio"/> South Central Metro Region | <input type="radio"/> Wildcat Region |
-

HCC Regions

Please select the HCC Region you are a member of.

Kansas City Healthcare Coalition

North Central Healthcare Coalition

Northeast Healthcare Coalition

Northwest Healthcare Coalition

South Central Healthcare Coalition

Southeast Healthcare Coalition

Budget Section

Complete the budget form below using the funding amount from the current budget period. After Completion of your budget in KGMS, you will upload your signature page in KGMS and remit to KDHE. Once the Notification of Award amount is disseminated, the budget will be unlocked for you to revise according to the final allocation notice. The Budget Award amount and the Budgeted Amount must match exactly (to the penny). At this time, the justification within the Budget Narrative must be completed. The Budget Narrative Form can be located by going to the Homepage screen and selecting on the Agency Program button located on the left-hand side of the screen. On the next screen to appear you will be able to locate the Budget Narrative Form which will need to be completed and then uploaded in KGMS on the Upload tab. After all tasks have been completed you will submit to KDHE and send an e-mail to KDHE.Preparedness@KS.Gov notifying the tasks are complete so our office can review and approve promptly. The budget will not be approved by the KDHE Preparedness Program if the Budget Narrative has not been completed and uploaded in KGMS. For questions related to the completion of your Preparedness Grant Application and Budget, please contact KDHE.Preparedness@KS.Gov.

Proposed Allocations of BP2 (2020-2021) Preparedness Funding

Based on 2018 Census

BP1	July 1, 2019 - June 30, 2020		
Proposal		State	Local
PHEP	\$6,209,901 50/50	\$3,104,951	\$3,104,951
	<i>County/Tribal Distribution</i>	82%	\$2,500,139
	<i>Regional Distribution</i>	18%	\$548,811
	<u>KALHD</u>		\$56,000
			<u>\$3,104,951</u>

BP2	July 1, 2020 - June 30, 2021		
Proposal		State	Local
PHEP	\$6,244,250 50/50	\$3,122,125	\$3,122,125
	<i>County/Tribal Distribution</i>	82%	\$2,514,223
	<i>Regional Distribution</i>	18%	\$551,903
	<u>KALHD</u>		\$56,000
			<u>\$3,122,125</u>

LHDs get 82% of the remaining local allocation

Regions get 18% of the remaining local allocation

LOCAL DISTRIBUTION

Direct County Distribution	82% of Local	2,514,223	
Base+Population	\$ to local	2,061,662	
Base		1,006	Last Year's Base = \$7,918
	Base Amount	7,962	

Note: PPSM figures come from the Institute for Policy & Social Research, The University of Kansas; data from the U.S. Census Bureau, Population Estimates, Vintage 2018.

Note: Population figures are from the 2018 Kansas Census.

For PPSM Total Column Information:

Note that PPSM stands for persons per square mile

F = Frontier (Less than 6 ppsm)

R = Rural (6 - 19.9 ppsm)

D = Densely-Settled Rural (20 - 39.9 ppsm)

S = Semi-Urban (40 - 149.9 ppsm)

U = Urban (over 150 ppsm)

		PPSM (2018 Census)	PPSM Total	Population	2020-2021 Award Amount	2019-2020 Award Amount	Difference in Award Amount
AL	Allen County (SEK)*	24.9	Densely-Settled Rural	12,444	\$14,988	\$14,944	\$44
AN	Anderson County (SEK)*	13.6	Rural	7,878	\$12,410	\$12,314	\$96
AT	Atchison County (NEK)*	37.6	Densely-Settled Rural	16,193	\$17,105	\$17,084	\$21
BA	Barber County	3.9	Frontier	4,472	\$10,487	\$10,492	-\$5
BT	Barton County	29.2	Densely-Settled Rural	26,111	\$22,705	\$22,778	-\$73
BB	Bourbon County (SEK)*	23.1	Densely-Settled Rural	14,653	\$16,235	\$16,199	\$36
BR	Brown County (NEK)*	16.8	Rural	9,598	\$13,381	\$13,329	\$52
BU	Butler County	46.7	Semi-Urban	66,765	\$45,660	\$45,453	\$207
CS	Chase County	3.4	Frontier	2,629	\$9,446	\$9,424	\$22
CQ	Chautauqua County	5.2	Frontier	3,309	\$9,830	\$9,806	\$24
CK	Cherokee County	34.1	Densely-Settled Rural	20,015	\$19,263	\$19,208	\$55
CN	Cheyenne County	2.6	Frontier	2,660	\$9,464	\$9,424	\$40
CA	Clark County	2.1	Frontier	2,005	\$9,094	\$9,043	\$51
CY	Clay County	12.4	Rural	7,997	\$12,477	\$12,385	\$92
CD	Cloud County	12.2	Rural	8,728	\$12,891	\$12,984	-\$73

CF	Coffey County	13.1	Rural	8,233	\$12,610	\$12,534	\$76
CM	Comanche County	2.2	Frontier	1,748	\$8,949	\$8,823	\$26
CL	Cowley County	31.3	Densely-Settled Rural	35,218	\$27,847	\$27,764	\$83
CR	Crawford County	66.2	Semi-Urban	39,019	\$29,994	\$29,826	\$168
DC	Decatur County	3.2	Frontier	2,871	\$9,683	\$9,537	\$46
DK	Dickinson County	22.1	Densely-Settled Rural	18,717	\$18,530	\$18,527	\$3
DP	Doniphan County	19.5	Rural	7,682	\$12,299	\$12,255	\$44
DG	Douglas County	266.4	Urban	121,436	\$76,530	\$75,713	\$817
ED	Edwards County	4.6	Frontier	2,649	\$9,570	\$9,542	\$28
EK	Elk County	3.9	Frontier	2,508	\$9,378	\$9,320	\$58
EL	Ellis County	31.9	Densely-Settled Rural	28,710	\$24,173	\$24,020	\$153
EW	Ellsworth County	8.7	Rural	6,196	\$11,460	\$11,471	-\$11
FI	Finney County	28.1	Densely-Settled Rural	36,611	\$28,634	\$28,731	-\$97
FO	Ford County	30.9	Densely-Settled Rural	33,888	\$27,086	\$27,214	-\$118
FR	Franklin County	44.8	Semi-Urban	25,631	\$22,434	\$22,361	\$73
GE	Geary County	84.7	Semi-Urban	32,584	\$26,366	\$26,919	-\$553
GO	Gove County	2.4	Frontier	2,612	\$9,437	\$9,395	\$42
GH	Graham County	2.8	Frontier	2,492	\$9,369	\$9,319	\$50
GT	Grant County	12.3	Rural	7,336	\$12,104	\$12,142	-\$38
GY	Gray County	6.9	Rural	6,033	\$11,368	\$11,262	\$106
GL	Greeley County	1.6	Frontier	1,227	\$8,665	\$8,619	\$36
GW	Greenwood County	5.3	Frontier	6,055	\$11,381	\$11,355	\$26
HM	Hamilton County	2.6	Frontier	2,607	\$9,434	\$9,400	\$34
HP	Harper County	6.9	Rural	5,506	\$11,071	\$11,066	\$15
HV	Harvey County	63.4	Semi-Urban	34,210	\$27,278	\$27,308	-\$28
HS	Haskell County	6.8	Rural	3,997	\$10,219	\$10,193	\$26
HG	Hodgeman County	2.1	Frontier	1,818	\$8,988	\$8,952	\$36
JA	Jackson County (NEK)*	20.2	Densely-Settled Rural	13,280	\$15,460	\$15,393	\$67
JF	Jefferson County	35.6	Densely-Settled Rural	18,975	\$18,676	\$18,681	\$95
JW	Jewell County	3.1	Frontier	2,841	\$9,666	\$9,518	\$48
JO	Johnson County	1262.3	Urban	597,555	\$345,367	\$338,714	\$5,653
KE	Keamy County	4.5	Frontier	3,943	\$10,188	\$10,141	\$47
KM	Kingman County	8.5	Rural	7,310	\$12,069	\$12,049	\$40
KW	Kiowa County	3.5	Frontier	2,618	\$9,382	\$9,313	\$69

LB	Labette County	30.9	Densely-Settled Rural	19,964	\$19,234	\$19,225	\$9
LE	Lane County	2.2	Frontier	1,560	\$8,843	\$8,793	\$50
LV	Leavenworth County	173.3	Urban	81,362	\$53,897	\$53,432	\$465
LC	Lincoln County	4.2	Frontier	3,023	\$9,669	\$9,626	\$43
LN	Linn County	16.4	Rural	9,750	\$13,467	\$13,377	\$90
LG	Logan County	2.7	Frontier	2,844	\$9,568	\$9,502	\$66
LY	Lyon County	39.4	Densely-Settled Rural	33,406	\$26,824	\$26,659	\$165
MN	Marion County	12.7	Rural	11,950	\$14,709	\$14,645	\$64
MS	Marshall County	10.8	Rural	9,722	\$13,451	\$13,388	\$63
MP	McPherson County	31.8	Densely-Settled Rural	28,537	\$24,075	\$24,030	\$45
ME	Meade County	4.2	Frontier	4,146	\$10,303	\$10,333	-\$30
MI	Miami County	58.5	Semi-Urban	33,680	\$26,979	\$26,698	\$281
MC	Mitchell County	8.8	Rural	8,150	\$11,434	\$11,358	\$76
MG	Montgomery County	50.9	Semi-Urban	32,120	\$26,098	\$26,190	-\$92
MR	Morris County	7.9	Rural	5,521	\$11,079	\$10,980	\$99
MT	Morton County	3.7	Frontier	2,667	\$9,468	\$9,456	\$12
NM	Nemaha County	14.2	Rural	10,165	\$13,696	\$13,597	\$99
NO	Neosho County	27.9	Densely-Settled Rural	15,951	\$16,968	\$16,807	\$61
NS	Ness County	2.8	Frontier	2,840	\$9,666	\$9,528	\$37
	Northeast Kansas Multi-County						
NT	Norton County	8.2	Rural	5,430	\$11,028	\$10,972	\$56
OS	Osage County	22.6	Densely-Settled Rural	15,941	\$16,963	\$16,770	\$193
OB	Oshome County	3.9	Frontier	3,475	\$9,924	\$9,944	-\$20
OT	Ottawa County	8.1	Rural	5,802	\$11,238	\$11,209	\$29
PN	Pawnee County	8.7	Rural	6,562	\$11,667	\$11,667	\$0
PL	Phillips County	6.0	Rural	5,317	\$10,964	\$10,932	\$32
PT	Pottawatomie County	28.9	Densely-Settled Rural	24,277	\$21,670	\$21,336	\$334
PR	Pratt County	12.8	Rural	9,378	\$13,257	\$13,276	-\$19
RA	Rawlins County	2.3	Frontier	2,508	\$9,378	\$9,320	\$58
RN	Reno County	49.7	Semi-Urban	62,342	\$43,163	\$43,002	\$161
RP	Republic County	6.5	Rural	4,684	\$10,595	\$10,551	\$44
RC	Rice County	13.1	Rural	9,531	\$13,343	\$13,340	\$3
RL	Riley County	120.9	Semi-Urban	73,703	\$49,578	\$49,547	\$31
RO	Rooks County	5.6	Frontier	5,013	\$10,792	\$10,749	\$43

RH	Rush County	4.3	Frontier	3,093	\$9,708	\$9,660	\$48
RS	Russell County	7.8	Rural	6,907	\$11,862	\$11,799	\$63
SA	Saline County	75.5	Semi-Urban	54,401	\$38,679	\$38,637	\$42
SC	Scott County	6.8	Rural	4,897	\$10,727	\$10,703	\$24
SG	Sedgwick County	514.9	Urban	513,607	\$297,966	\$296,222	\$1,744
	SEK Multi-County Health						
SW	Seward County	34.1	Densely-Settled Rural	21,780	\$20,260	\$20,355	-\$95
SN	Shawnee County	328.3	Urban	177,499	\$108,185	\$107,929	\$256
SD	Sheridan County	2.8	Frontier	2,533	\$9,392	\$9,336	\$56
SH	Sherman County	5.6	Frontier	5,899	\$11,293	\$11,246	\$47
SM	Smith County	4.0	Frontier	3,603	\$9,996	\$9,977	\$19
SF	Stafford County	5.3	Frontier	4,178	\$10,321	\$10,279	\$42
ST	Stanton County	2.9	Frontier	1,987	\$9,084	\$9,074	\$10
SV	Stevens County	7.8	Rural	5,559	\$11,101	\$11,068	\$33
SU	Sumner County	19.5	Rural	22,996	\$20,946	\$20,916	\$30
TH	Thomas County	7.2	Rural	7,711	\$12,316	\$12,289	\$27
TR	Trego County	3.1	Frontier	2,793	\$9,539	\$9,537	\$2
WB	Wabaunsee County	8.7	Rural	6,899	\$11,857	\$11,776	\$81
WA	Wallace County	1.6	Frontier	1,503	\$8,810	\$8,774	\$36
WS	Washington County	6.1	Rural	5,420	\$11,022	\$10,997	\$25
WH	Wichita County	2.9	Frontier	2,105	\$9,150	\$9,111	\$39
WL	Wilson County	15.2	Rural	8,665	\$12,854	\$12,787	\$67
WO	Woodson County (SEK)*	6.4	Rural	3,183	\$9,759	\$9,684	\$75
WY	Wyandotte County	1080.7	Urban	165,324	\$101,311	\$100,685	\$626
	* = The individual county award amount is included in the multi-county fiscal agent amount.						
	Iowa Tribe (Used 1600 on population in 2018-2019.)			600	\$8,301	\$8,255	\$46
	Sac and Fox (Used 1600 on population in 2018-2019.)			600	\$8,301	\$8,255	\$46
	Pottawatomie (Used 2500 on population in 2018-2019.)			2,500	\$9,373	\$9,321	\$52
	Kickapoo (Used 1600 on population in 2018-2019.)			600	\$8,301	\$8,255	\$46

Total 2,915,806 2,514,223 2,500,139 \$14,084

External Grantee: Shawnee County Health Department

Grant: Public Health Emergency Preparedness (PHEP)

Category			Request	Request	Match			Match % Of	
Type	Category	Description	Request Cost	Quantity	Total	Match Cost	Quantity	Match Total	Request
Expenditure	Salary	Cory Leon	\$47,653.00	56.0000	67%	\$26,686.00	\$47,653.00	3.9997	4%
Expenditure	Salary	Ester Limon	\$48,776.00	100%		\$48,776.00	\$48,776.00	0%	N/A
Expenditure	Salary	Craig Barnes	\$62,800.00	0%		\$0.00	\$62,800.00	14.9984	1%
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$15,803.00	100%		\$15,803.00	\$1,925.00	100%	12%
Expenditure	Benefits	FICA 7.65% of salaries	\$5,773.00	100%		\$5,773.00	\$866.00	100%	15%
Expenditure	Benefits	KPERS 9.61% of Salaries	\$7,252.00	100%		\$7,252.00	\$1,088.00	100%	15%
Expenditure	Benefits	Other Benefits 2.74% of salaries (Unemployment & Worker's Comp)	\$2,025.00	100%		\$2,025.00	\$353.00	100%	17%
Expenditure	Contractual (PHEP ONLY)	Copier Lease	\$0.00	0.0000		\$0.00	\$613.00	1.0000	N/A
Expenditure	Contractual (PHEP ONLY)	Underground Vaults File Storage	\$0.00	0.0000		\$0.00	\$2.00	1.0000	N/A
Expenditure	Supplies	Office Supplies	\$0.00	0.0000		\$0.00	\$150.00	1.0000	N/A
Expenditure	Supplies	Medical Supplies (PPE)	\$0.00	0.0000		\$0.00	\$100.00	1.0000	N/A
Expenditure	Travel - In-State	Mileage - Local Meetings & Exercises (930 miles @ \$0.575 per mile)	\$0.00	0.0000		\$0.00	\$535.00	1.0000	N/A
Expenditure	Travel - In-State	Mileage - KS Infectious Disease Symposium (130 miles @ \$0.575 per mile)	\$0.00	0.0000		\$0.00	\$75.00	1.0000	N/A
Expenditure	Travel - In-State	Tolls to Various Exercises (including KS Exercise Design Course, KIDS, & regional exercises)	\$0.00	0.0000		\$0.00	\$45.00	1.0000	N/A
Expenditure	Travel - In-State	Per Diem - KS Exercise Design Course (8 days)	\$0.00	0.0000		\$0.00	\$430.00	1.0000	N/A
Expenditure	Travel - In-State	Registration - KS Infectious Disease Symposium (1 person)	\$0.00	0.0000		\$0.00	\$130.00	1.0000	N/A
Expenditure	Travel - Out-of-State	Hotel - Preparedness Summit (1 person 4 nights)	\$161.00	4.0000		\$644.00	\$0.00	0.0000	N/A
Expenditure	Travel - Out-of-State	Flight - Preparedness Summit (1 person)	\$300.00	1.0000		\$300.00	\$0.00	0.0000	N/A
Expenditure	Travel - Out-of-State	Per Diem - Preparedness Summit (5 days, 1 person)	\$231.00	1.0000		\$231.00	\$0.00	0.0000	N/A

External Grantee: Shawnee County Health Department
Grant: Public Health Emergency Preparedness (PHEP)

Category Type	Category	Description	Request Cost	Request Quantity	Request Total	Match Cost	Match Quantity	Match Total	Match % Of Request
Expenditure	Travel - Out-of-State	Ground Transportation - Preparedness Summit	\$60.00	1.00000	\$60.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Registration - Preparedness Summit (1 person)	\$635.00	1.00000	\$635.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Other	KS Emergency Management Association (KEMA) Membership (2 people)	\$0.00	0.00000	\$0.00	\$75.00	2.00000	\$150.00	N/A
Expenditure	Other	Voluntary Organizations Active in Disasters Membership (1 person)	\$0.00	0.00000	\$0.00	\$50.00	1.00000	\$50.00	N/A
Expenditure	Other	Professional Liability Insurance	\$0.00	0.00000	\$0.00	\$818.00	1.00000	\$818.00	N/A
Expenditure	Other	Cell Phones - 2 iPhones @ \$44.06 per month)	\$0.00	0.00000	\$0.00	\$1,060.00	1.00000	\$1,060.00	N/A
Expenditure	Other	Outreach Supplies	\$0.00	0.00000	\$0.00	\$534.00	1.00000	\$534.00	N/A
TOTALS			\$191,469.00		\$108,185.00	\$168,078.00		\$20,249.00	19%

County: Shawnee

Administrator: Edith Gaines

Fiscal Officer: Nancy Mitchell

Agency Demographics

Name of person completing application/survey

Linda K. Ochs

Email address of person completing application/survey

linda.ochs@snco.us

County

Shawnee

Zip Code

66606

Phone Number

7852515610

Budget Section

SFY2021 State Formula Budget

General Information

Your feedback is very important and will be used to inform statewide public health systems efforts and assist in identification of needs. KDHE has partnered with multiple organizations in the creation of this survey in an attempt to consolidate questions and reduce the number of surveys administered to local health departments throughout the year. Completion of all survey questions is required in order for your health department to be eligible for a State Formula award. All responses which include a dollar amount should be rounded to the nearest whole dollar.

If you have any questions about this survey, please contact Cristi Cain at 785-296-6549 or cristi.cain@ks.gov. Thank you for your participation!

Administrative

* 1. Name of person completing survey

Linda K. Ochs

* 2. E-mail address of person completing survey

linda.ochs@snco.us

* 3. County

Shawnee

* 4. Zip Code

66606

* 5. Phone Number

785-251-5600

Annual information of interest: Behavioral Health

"Behavioral health" refers to the promotion of mental health, resilience, and well-being; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities (definition from the Substance Abuse and Mental Health Services Administration - SAMHSA).

6. Do you have anyone on staff who is trained in Mental Health First Aid?

- Yes
- No
- I don't know

7. How effective is your health department at identifying clients/patients who might have mental health needs?

- Not very effective
- Somewhat effective
- Effective
- Very effective
- I don't know

8. How effective is your health department at providing services and/or referring clients/patients to appropriate services to meet their mental health needs?

- Not very effective
- Somewhat effective
- Effective
- Very effective
- I don't know

9. How effective is your health department at identifying clients/patients who might have substance use disorder?

- Not very effective
- Somewhat effective
- Effective
- Very effective
- I don't know

10. How effective is your health department at providing services and/or referring clients/patients to appropriate services to address their substance use disorder?

- Not very effective
- Somewhat effective
- Effective
- Very effective
- I don't know

11. Does your health department use the SBIRT (Screening, Brief Intervention, and Referral to Treatment) process for clients/patients who might have substance use disorder?

- Yes
- No
- I don't know
- Other (please specify)

12. Does your health department screen for maternal depression?

- Yes
- No
- I don't know
- Other (please specify)

13. Is the community mental health center (CMHC) that serves your county also located in your county?

- Yes, the CMHC that serves my county is also located in my county.
- While the CMHC that serves my county is not located in my county, a satellite office of the CMHC is located in my county.
- No, the CMHC that serves my county is not located in my county and does not have a satellite office in my county.
- I don't know
- Other (please explain)

14. How would you rate your health department's relationship with the CMHC that serves your county?

N/A - We do not have a relationship with the CMHC that serves our county.

Mostly negative

Somewhat negative

Neither positive or negative

Somewhat positive

Mostly positive

Operations

Staffing

* 15. How many unduplicated individuals does your health department employ? (Exclude those whose work is entirely dedicated to home health/home care business.)

72

* 16. How many unduplicated individuals who are entirely dedicated to home health/home care business does your health department employ?

0

* 17. How many full time equivalents (FTEs) does your health department employ? (Note: FTE represents hours worked, not individuals. One (1.00) FTE equals a full-time 40 hour/week position. 0.5 FTE equates to a half-time workload or 20 hours/week.)

69.25

* 18. Please list how many of the following professionals your health department employs. Please use percentages for personnel who serve more than one professional role. For example, if you have someone who serves as a preparedness coordinator half time and a health educator half time, enter .50 in each box. If you have someone who works full time as a RN, you would enter 1 in the box (not 100). Enter 0 for any position you do not have at your health department. (Note: The sum of all numbers provided here should add up to approximately the same number provided in the previous question regarding FTE.)

Accreditation Coordinator	0.25
Administrator/Director	1
Analyst	0
Animal Control Specialist	0
APRN	0.5
Breastfeeding Peer Counselor	1
Child Care Licensing Surveyor	4
Community Health Analyst/Planner	1
Community Health Worker	2
Dietician	6.25
Epidemiologist	1

Facilities/Maintenance	2
Health Educator	0
Healthy Start Home Visitor	0
Interpreter	2
Informatician (Information system specialist)	0
IT	0
Laboratorian	0
LPN	1
Nurse Aide	0
Office Professionals (finance, HR, biller, bookkeeper)	13.75
Pharmacist	0
Physician	0
Physician Assistant	0
Prenatal/Newborn Home Visitor	0
Preparedness Coordinator	2
Public Information Officer/Communications	0.3
Quality Improvement Coordinator/Other QI Position	0.3
RN	15
Sanitarian/ Environmental	4
Social Worker	2
WIC Coordinator/Staff	6.45
Workforce Development Professional	0
Other (specify below)	3.45

19. If other, please specify here.

Division Manager

* 20. How many new positions did your health department add between July 1, 2018 and June 30, 2019?

5

* 21. How many positions did your health department lose between July 1, 2018 and June 30, 2019?

4

Operations

Budgets & Funding

* 22. List the amounts your health department received for SFY2019 (July 1, 2018-June 30, 2019) from each of the following funding sources. This should add up to represent your department's total budgeted revenues for the year. Enter 0 for sources from which you have no funding and round to whole dollar amounts.

Total Aid to Local funds
Enter total amount on
KDHE ATL list of grant
awards

\$805,218

Other federal funds NOT
included on the ATL list of
grant awards (funding
originating from the federal
government, e.g., WIC)

\$1,523,266

Other state funds NOT
included on the ATL list of
grants (funding originating
from the state)

\$402,226

Local city/county

\$2,151,781

Fees for service

\$615,445

Private foundations

\$19,121

Donations/gifts

0

Other

0

Services

* 23. Please indicate which services your local health department (LHD) provides:

	Performed by LHD directly	Contracted out by LHD	Provided by another organization	Not available in community
Blood lead testing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Breastfeeding support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car seats	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Case management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Childcare provider licensing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chronic disease management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Performed by LHD directly	Contracted out by LHD	Provided by another organization	Not available in community
Chronic disease prevention	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental education	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dental preventive services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dental restorative services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Diabetes education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disease investigation/follow-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Early Detection Works	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental (water testing, nuisance inspections, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family planning/women's health	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foot care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health promotion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health screening	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Healthy Start Home Visitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Home health	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hospice	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Immunizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Injury prevention	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
KanBe Healthy screening	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laboratory services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Long-acting reversible contraception (LARC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Navigator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perinatal group education (e.g., Becoming a Mom)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre/post-natal services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparedness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School health services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Performed by LHD directly	Contracted out by LHD	Provided by another organization	Not available in community
School Inspections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STI testing/counseling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24. If other, please specify here. Enter N/A if nothing to specify.

N/A

25. If you stopped offering a service in 2019, please explain what service and why you no longer offer the service. Enter N/A if nothing to include here.

N/A

Referral Networks

* 26. Does your department refer individuals to services/partners in the community?

- Yes
 No

Operations

Referral Networks Continued

27. Which methods/processes do you use to make a referral? Select all that apply.

Fax/paper

Email

Phone call

Electronic referral system - please specify name of system

28. How do you follow-up to complete the referral and ensure the individual was connected to the needed service(s)?

Staff follow up with individual clients.

29. What types of services do you most refer for?

Housing, food, transportation, health insurance

Program: Kansas Statewide Farmworker Health Program

30. Does your health department identify migratory and seasonal agricultural workers (MSAWs)?

- Yes
- No
- No, but we are interested in more information

31. Does your health department contract with the Kansas Statewide Farmworker Health Program (KSFHP)?

- Yes
- No
- No, but we are interested in more information

32. If you answered "No" above: Please provide information about why your health department does not contract with KSFHP.

This is not a need identified in our CHNA.

33. Approximately what percentage of your total clients/patients speak a primary language other than English?

- 0%
- 1-25%
- 26-50%
- 51-75%
- 76-99%
- 100%

34. How does your health department meet patient/client needs for interpretation/translation? Please select all that apply.

- Bilingual provider
- Interpreter on staff
- Contract with an interpreter
- Bilingual staff pulled from another position
- Phone/video line interpretation service
- Patient brings his/her own interpreter
- Program provides interpretation (such as Kansas Statewide Farmworker Health Program)
- Non-bilingual staff use dictionaries and hand signals
- We have no need for interpretation/translation

Program: Disease Investigations

35. Describe your training needs to improve disease investigations.

Ongoing review of DIGS.

36. Which disease investigations does your jurisdiction find time-consuming and/or difficult to conduct?

The on-going long outbreaks.

37. What barriers do you encounter related to disease investigation?

Public suspicion of government.

Social Determinants of Health/Community Involvement/Adverse Childhood Experiences

Social Determinants of Health

* 38. What is your level of understanding about the social determinants of health?

- High level of understanding
- Moderate level of understanding
- Low level of understanding

* 39. How high of a priority is it for you to receive technical assistance for addressing social determinants of health in your community?

- High priority
- Moderate priority
- Low priority
- Not a priority

* 40. My health department has the capacity currently to play a key role in community public health initiatives.

- Strongly agree
- Agree
- Disagree
- Strongly disagree

41. Are there skills/resources you need to more effectively lead community-level public health initiatives? If so, please describe.

I think these skills are specific to each community.

Adverse Childhood Experiences

* 42. Which strategies are you using to prevent Adverse Childhood Experiences (ACEs) and/or implement Trauma Informed Systems of Care (TISC) in your health department or community? Select all that apply.

- Training for community partners
- School partnerships
- Implementing a TISC policy internally
- Assisting community partners with implementation of TISC
- Working with partners to implement initiatives
- Implementing ACEs screening
- Developing community resilience
- None at this time
- Other (please describe)

Social Determinants Activities

* 43. What activities in the following areas are you aware of/engaged in to address the Social Determinants of Health?

	The health department is leading activities	The health department is involved in activities	Activities are occurring but the health department is not involved	No activities are occurring	Unsure about activities
Economic Stability (e.g., employment, medical bills, income/expenses, debt)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Neighborhood and Physical Environment (e.g., housing, transportation, safety, parks/playgrounds, walkability)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Education (e.g., literacy, language, early childhood education, higher education, vocational training)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Food Access (e.g., addressing hunger, access to healthy food options, food deserts)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community and Social Context (e.g., support systems, community engagement, addressing discrimination and stress reduction)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Health Care Systems (e.g., health coverage, provider availability, provider linguistic and cultural competency, quality of care)	<input type="radio"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other (specify below)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

44. If other, specify here:

* 45. Which social determinants of health are the biggest priorities in your community? Select your top two priorities.

- Economic Stability
- Neighborhood and Physical Environment
- Education
- Food Access
- Community and Social Context
- Health Care Systems

Kansas Information for Communities and Kansas TRAIN

* 46. How often do you use the Kansas Information for Communities (KIC) website?

- Frequently (6+ times per year)
- Occasionally (3-5 times per year)
- Rarely (1-2 times per year)
- Not at all
- Never heard of KIC

47. When you use KIC, which statistics do you access?

- N/A - I do not use KIC
- Birth Statistics
- Death Statistics
- Cancer Statistics
- Population Statistics
- Hospital Discharge - Diagnosis Statistics
- Hospital Discharge - Procedure Statistics
- Emergency Department Diagnosis Statistics
- Pregnancy Statistics
- Fast Stats
- Other (please specify)

* 48. What are the challenges using KIC? Select all that apply.

- No time
- Not interested in statistics
- No staff delegated to this
- Don't plan to do CHA/CHIP
- I need more education on what to do with the data
- I don't understand how KIC works
- Other (please specify)

* 49. How can KDHE better serve you with KIC? Select all that apply.

- Provide county-level statistics once per year
- Provide training on how to use the site
- Provide training on basic public health statistics
- Provide training on how this informs our CHA/CHIP
- Other (please specify)

* 50. What are your preferred formats for KIC training? Select all that apply.

- Short YouTube videos
- Hour-long webinars monthly or quarterly
- Regional public health meetings led by KDHE's Local Public Health Program
- Half-day trainings held in regional locations
- Half-day trainings held before or after KPHA Conference, Governor's Public Health Conference, KALHD Midyear Meeting
- Online self-directed training
- Electronic user guide (printable)
- Do not need training/not interested in training

* 51. How often do you or other staff at your health department use Kansas TRAIN?

- Frequently (6+ times per year)
- Occasionally (3-5 times per year)
- Rarely (1-2 times per year)
- Not at all
- Never heard of Kansas TRAIN

52. How does your health department currently use Kansas TRAIN? Select all that apply.

- N/A - We do not use Kansas TRAIN
- New employee training
- Annual required training
- Preparedness training
- Continuing education training for maintaining professional licenses and/or certificates
- Registration for live events (e.g., regional meetings)
- Other (please specify)

53. In what ways would you like to increase the use of Kansas TRAIN at your health department? Select all that apply.

- N/A - We do not use or plan to increase our use of Kansas TRAIN
- New employee training
- Annual required training
- Preparedness training
- Continuing education training for maintaining professional licenses and/or certificates
- Training plans for specific roles/positions
- Other (please specify)

Billing and Record Keeping

54. To what sources of revenue do you bill for services (within the limitations of the payer/service)? Select all that apply.

- Private insurance
- Medicare
- Medicaid/CHIP/KanCare
- Workers' compensation
- Self pay
- Other (please specify)

55. What is your current situation regarding the use of an Electronic Health Record (EHR)?

- We currently have an EHR
- We have an EHR but are/will be actively looking for a new one
- We do not have an EHR, but we are interested in implementing one
- We would like an EHR system, but cannot find the funding or make a decision
- An EHR is not in our plans at this time

56. If you indicated you have an EHR, please indicate which EHR you use:

Board of Health/County Commission

57. How often do you meet with/update in person your Board of Health/County Commission?

- At every Commission meeting
- Monthly
- Bi-monthly
- Quarterly
- Less than quarterly
- Only when necessary or requested

58. How often do you update your Board of Health/County Commission through other means (via email, etc.)?

- Weekly
- Bi-weekly
- Monthly
- Bi-monthly
- Quarterly
- Less than quarterly
- Only when necessary or requested

LHD & Community Level Activities

Assessment and Accreditation

* 59. Many non-profit hospitals are on a 3-year cycle for conducting a Community Health Needs Assessment. Is your local hospital making plans to conduct an assessment in 2020?

- Yes, the hospital is planning to conduct an assessment in the coming year and they have invited us to participate.
- Yes, the hospital is planning to conduct an assessment but they have not invited us to participate.
- Assessment completed in a previous year (health department participated).
- Assessment completed in a previous year (health department did not participate).
- There is a non-profit hospital in my community but they do not have plans to conduct a community health needs assessment.
- There is a non-profit hospital in my community but we are not aware of any discussion about a community health assessment.
- There is no non-profit hospital in my community but we still conducted a community health assessment in our community.
- There is no non-profit hospital in my community and no community health assessment was conducted.
- Other (please specify)

60. Does your health department plan to apply for Public Health Accreditation Board (PHAB) accreditation?

- Yes, in 2020.
- Yes, in 2021.
- We plan to apply but are unsure about the date.
- My health department does not plan to apply for accreditation.
- We have applied and are in the process of becoming accredited.
- We are accredited but have not started the reaccreditation process.
- We are accredited and have started the reaccreditation process.

61. If you do not plan to apply for accreditation or have not as of yet, what are the barriers you have experienced? Select all that apply.

- Lack of funding for application fee
- Staff time commitment required
- Process is overwhelming
- Lack of understanding of requirements
- Lack of support from Board of Health/County Commission
- Lack of support from staff
- Do not see the value of accreditation
- Value of accreditation does not outweigh the costs of application (application fee, staff time, etc.)
- Do not currently meet all of the requirements for accreditation
- Have not completed prerequisites
- Other barriers (please describe)

Current Activities

* 62. Have you developed and/or revised the following plans and processes? If not, please indicate if technical assistance and training would be helpful.

	Yes, in 2019	Yes, between 2015 and 2018	No	In process	Need technical assistance/training to complete
Community health assessment (CHA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community health improvement plan (CHIP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strategic plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workforce development plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance management system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality improvement plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Branding strategy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* 63. In which area(s) do you have the greatest gaps and/or the greatest need for technical assistance?
Select your top three.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Administration and management | <input type="checkbox"/> Engaging with Board of Health or County Commission and other policymakers |
| <input type="checkbox"/> Community engagement | <input type="checkbox"/> Improving access to healthcare |
| <input type="checkbox"/> Conducting and disseminating assessments | <input type="checkbox"/> Informing and educating about public health |
| <input type="checkbox"/> Conducting research and using evidence-based practices | <input type="checkbox"/> Investigating health problems and environmental public health hazards |
| <input checked="" type="checkbox"/> Developing public health policies and plans | <input checked="" type="checkbox"/> Performance management and quality improvement |
| <input type="checkbox"/> Enforcing public health laws | <input type="checkbox"/> Workforce development |

CHA/CHIP

64. If you have completed/participated in a Community Health Assessment (CHA) or local Community Health Needs Assessment (CHNA) in the past 1-3 years, what were the top three needs/priorities identified? Skip this question if you did not complete a CHA or CHNA.

Priority 1

Suicide Rate

Priority 2

Mental Health

Priority 3

Increase exercise options/policy

65. If you have completed/participated in a Community Health Improvement Plan (CHIP) in the past 1-3 years, what were the top three priorities/activities identified? Skip this question if you did not complete a CHIP.

Priority 1

Behavioral Health

Priority 2

Access to Food

Priority 3

Substance Use

Quality Improvement

Quality improvement in public health is the use of a defined improvement process, such as Plan-Do-Study-Act, which is focused on activities that address community needs and improve population health. It involves continuous, ongoing efforts to achieve measurable improvements in various indicators of quality in services or processes which achieve equity and improve the health of the community.

66. My local health department currently has a culture that focuses on continuous quality improvement.

- Strongly Agree
- Agree
- Disagree
- Strongly Disagree

Foundational Public Health Services

READ THIS FIRST: The Foundational Public Health Services (FPHS) is a model to define the basic components needed to keep the public safe and healthy. Foundational Capabilities are the cross-cutting skills that need to be present everywhere for the system to work anywhere. They are the essential skills and capacities which support the Foundational Areas. Foundational Areas are the substantive areas of expertise or program-specific activities. The FPHS model states what should be available, at a minimum, in every community with other services important to a community (e.g., clinical services) still available to be provided if prioritized. Additional information about the Kansas FPHS model can be found at the following webpage: <https://www.khi.org/policy/article/17-16>

If you have questions about the Foundational Public Health Services model please contact Charlie Hunt at the Kansas Health Institute at 785-233-5443 or Dennis Kriesel at the Kansas Association of Local Health Departments at 785-271-8391.

* 67. What is your level of understanding about the Kansas Foundational Public Health Services model?

- High level of understanding
- Moderate level of understanding
- Low level of understanding

* 68. Please indicate your level of support for adopting the Kansas Foundational Public Health Services model as a framework for public health in Kansas.

- Strongly support
- Somewhat support
- Somewhat oppose
- Strongly oppose
- Need additional information to make a decision

* 69. Please provide any questions, comments, or concerns you may have in relation to the adoption of the Kansas Foundational Public Health Services model.

None at this time.

* 70. Regarding cross jurisdictional sharing (CJS): Please provide any questions, comments, or concerns you may have in relation to the use of collaborative service delivery in your jurisdiction.

No questions at this time.

Closing Questions

* 71. Public health systems are commonly defined as "all public, private, and voluntary entities that contribute to the delivery of essential public health services within a jurisdiction." In the next year, what do you think are the most pressing issues in the *Kansas public health system*?

Public Health Funding and Immunization requirements

* 72. What types of training and/or technical assistance are needed by your LHD?

Health Equity and Systemic Racism

When you click "Done" your responses will be recorded and you will receive a message confirming the survey has been submitted. Thank you!



SHAWNEE COUNTY 2020 APPROVED BUDGET

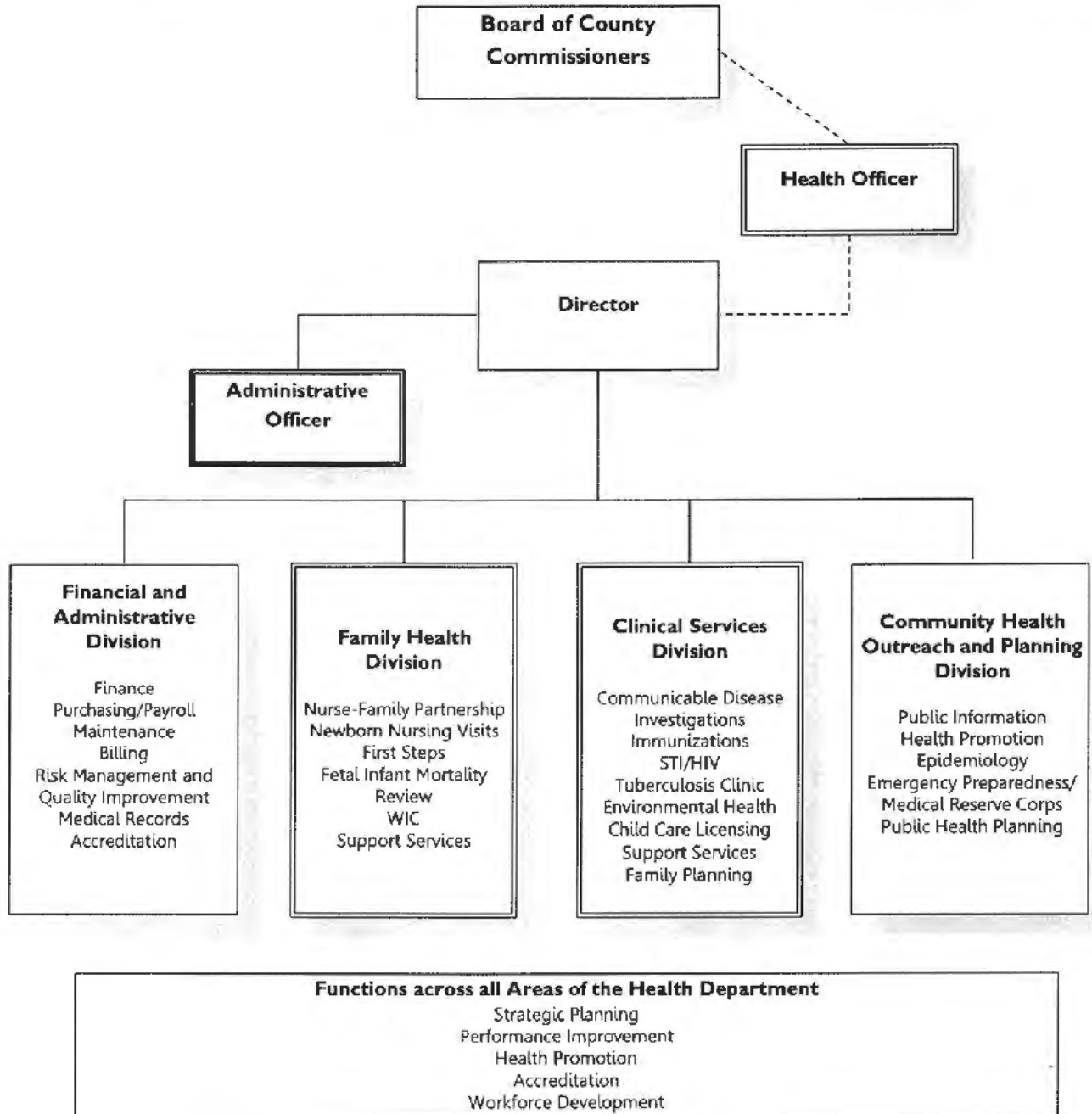
CATEGORY/DEPARTMENT	2017 BUDGET	2018 BUDGET	2019 BUDGET	2020 APPROVED BUDGET
LAW ENFORCEMENT				
COUNSELOR	610,186	631,278	651,413	674,764
DEPARTMENT OF CORRECTIONS	22,274,025	23,246,197	23,885,416	25,246,536
DISTRICT ATTORNEY	3,859,909	4,002,959	4,311,635	4,450,888
DISTRICT COURTS	2,385,025	2,384,171	2,390,722	2,370,576
DRUG COURT	15,000	15,000	15,000	15,000
EMERGENCY MANAGEMENT	270,501	280,579	316,124	330,353
SAFE STREETS	15,000	15,000	15,000	15,000
SHERIFF	16,905,624	17,854,693	18,869,947	19,315,804
TOTAL - LAW ENFORCEMENT	46,335,270	48,429,877	50,455,257	52,418,922
RECREATION				
STORMONT VAIL EVENT CENTER - OPERATING	1,533,310	986,559	986,559	985,631
FAIR ASSOCIATION	61,000	61,000	68,000	68,000
PARKS + RECREATION	13,382,767	13,777,955	14,557,198	14,774,563
NOXIOUS WEEDS	286,604	294,057	305,642	271,386
TOTAL - RECREATION	15,363,681	15,119,571	15,917,399	16,099,580
PUBLIC WORKS				
APPRAISER	1,781,871	1,924,187	1,949,765	1,944,268
PLANNING DEPARTMENT	329,235	277,278	271,896	272,479
PUBLIC WORKS	8,477,444	8,695,503	8,846,515	9,077,646
REGISTER OF DEEDS	224,451	233,205	239,989	250,563
TOTAL - PUBLIC WORKS	10,813,001	11,130,173	11,308,165	11,544,956
PUBLIC HEALTH				
AMBULANCE	350,000	350,000	350,000	350,000
ANIMAL SHELTER	130,000	130,000	130,000	130,000
COMMUNITY RESOURCES	35,065	35,065	35,065	35,065
CONSERVATION DISTRICT	42,000	42,000	42,000	44,000
CORONER	535,000	535,000	535,000	535,000
HEALTH DEPARTMENT	2,151,781	2,151,781	2,151,781	2,151,781
HEALTH CLINIC - GraceMed	1,275,000	889,000	489,000	89,000
HEALTHACCESS	105,000	105,000	110,000	110,000
EXTENSION COUNCIL	582,312	582,312	596,748	601,748
MENTAL HEALTH - VALEO	1,826,512	1,826,512	1,826,512	1,830,618
MENTAL RETARDATION - TARC	970,685	970,685	970,685	996,344
SERVICE PROGRAMS FOR THE ELDERLY	696,000	696,000	694,536	694,536
SOCIAL SERVICE GRANTS	221,931	221,931	226,793	226,793
TOTAL - PUBLIC HEALTH	8,921,286	8,535,286	8,158,120	7,794,885
ADMINISTRATIVE SERVICES				
GENERAL EXPENSES	1,978,038	1,960,899	2,047,100	2,058,400
CONTINGENCY	1,000,000	1,000,000	1,000,000	1,000,000
CAPITAL OUTLAY	2,000,000	2,000,000	2,000,000	2,000,000
AUDIT FINANCE	499,605	512,195	527,158	552,069
BOARD OF COUNTY COMMISSIONERS	367,022	371,094	376,420	385,369
COUNTY CLERK	767,167	839,466	881,300	856,624
ELECTIONS	1,096,682	1,472,081	1,250,210	1,515,440
FACILITIES MANAGEMENT	662,566	703,412	733,166	748,362
HUMAN RESOURCES	411,742	422,949	469,333	447,185
INFORMATION TECHNOLOGY	3,137,117	3,303,815	3,433,244	3,532,102
TREASURER	519,244	527,306	546,862	576,877
TOTAL - ADMINISTRATIVE SERVICES	12,439,183	13,113,217	13,264,793	13,672,428
DEBT SERVICE				
BOND DEBT SERVICE	6,145,753	5,951,819	6,353,028	5,699,044
COP DEBT SERVICE	3,782,769	2,756,028	3,268,522	3,941,852
TOTAL - DEBT SERVICE	9,928,522	8,707,847	9,621,550	9,640,896
SPECIAL LIABILITY FUND	100,000	100,000	100,000	100,000
TOTAL BUDGET	103,900,943	105,135,972	108,825,284	111,271,666
MILL LEVY (ESTIMATED FOR 2020)	48.345	48.363	48.194	48.194
MILL LEVY INCREASE FROM PRIOR YEAR	0.079	0.018	(0.169)	0.000

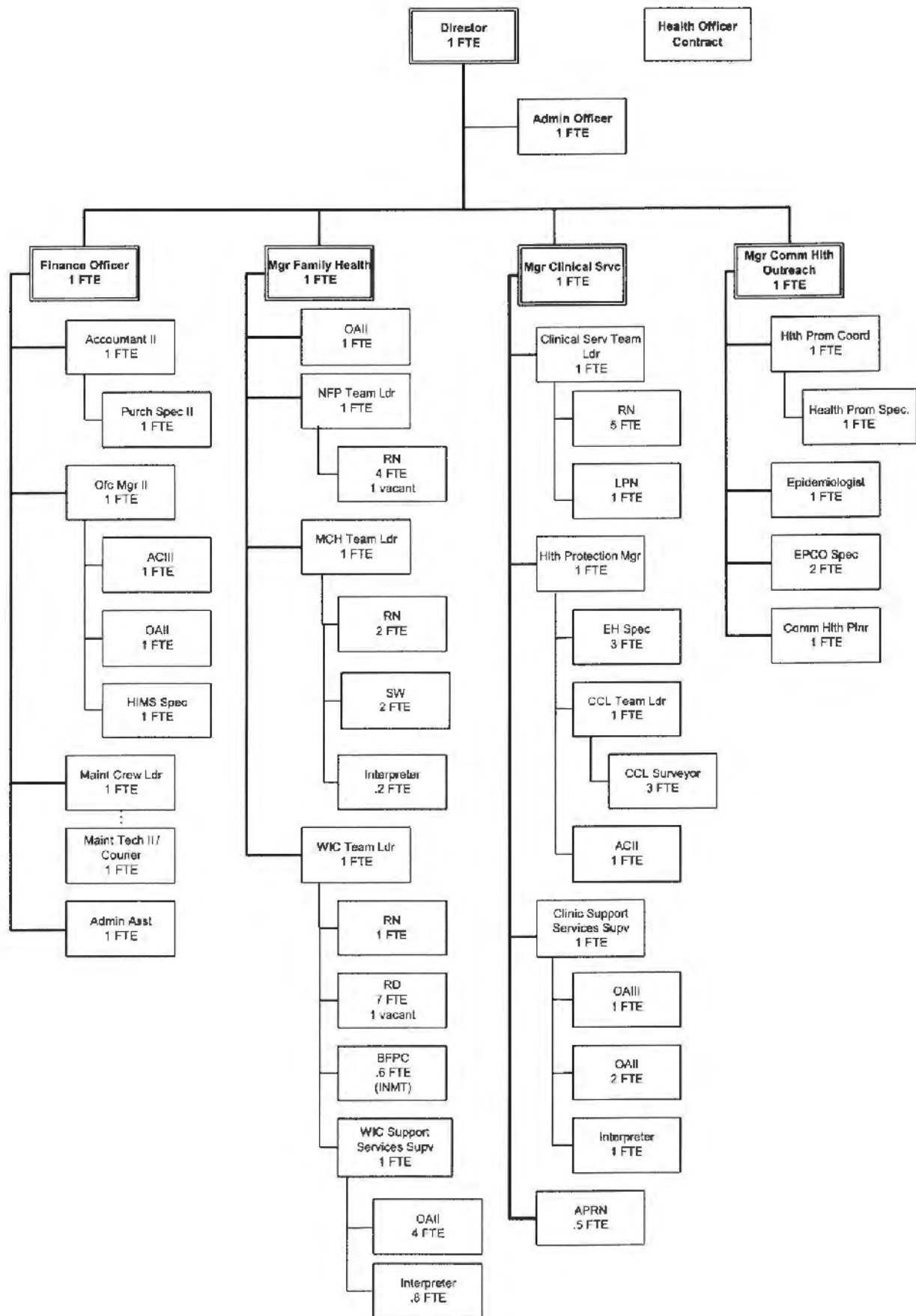


Public Health
Prevent Promote Protect

Shawnee County Health Department

FUNCTIONAL ORGANIZATIONAL CHART FOR SHAWNEE COUNTY HEALTH DEPARTMENT





COUNTY POPULATION AND GENERAL HEALTH (STATE FORMULA) AWARD FIGURE - SFY 2021

COUNTY	2018 POPULATION	TOTAL ALLOCATION
ALLEN (SEK)**	12,444	\$8,410
ANDERSON (SEK)**	7,878	\$7,000
ATCHISON (NEK)*	16,193	\$10,944
BOURBON (SEK)**	14,653	\$9,903
BROWN (NEK)*	9,598	\$7,000
JACKSON (NEK)*	13,280	\$8,975
WOODSON (SEK)**	3,183	\$7,000
BARBER	4,472	\$7,000
BARTON	26,111	\$17,647
BUTLER	66,765	\$45,123
CHASE	2,629	\$7,000
CHAUTAUQUA	3,309	\$7,000
CHEROKEE	20,015	\$13,527
CHEYENNE	2,660	\$7,000
CITY-COWLEY	35,218	\$23,802
CLARK	2,005	\$7,000
CLAY	7,997	\$7,000
CLOUD	8,729	\$7,000
COFFEY	8,233	\$7,000
COMANCHE	1,748	\$7,000
CRAWFORD	39,019	\$26,371
DECATUR	2,871	\$7,000
DICKINSON	18,717	\$12,650
DONIPHAN	7,682	\$7,000
EDWARDS	2,849	\$7,000
ELK	2,508	\$7,000
ELLIS	28,710	\$19,403
ELLSWORTH	6,196	\$7,000
FINNEY	36,611	\$24,743
FORD	33,888	\$22,903
FRANKLIN	25,631	\$17,323
GEARY	32,594	\$22,028
GOVE	2,612	\$7,000
GRAHAM	2,492	\$7,000
GRANT	7,336	\$7,000
GRAY	6,033	\$7,000
GREELEY	1,227	\$7,000
GREENWOOD	6,055	\$7,000

COUNTY POPULATION AND GENERAL HEALTH (STATE FORMULA) AWARD FIGURE - SFY 2021

COUNTY	2018 POPULATION	TOTAL ALLOCATION
HAMILTON	2,607	\$7,000
HARPER	5,506	\$7,000
HARVEY	34,210	\$23,121
HASKELL	3,997	\$7,000
HODGEMAN	1,818	\$7,000
JEFFERSON	18,975	\$12,824
JEWELL	2,841	\$7,000
JOHNSON	597,555	\$403,852
KEARNY	3,943	\$7,000
KINGMAN	7,310	\$7,000
KIOWA	2,516	\$7,000
LABETTE	19,964	\$13,493
LANE	1,560	\$7,000
LAWRENCE-DOUGLAS	121,436	\$82,072
LEAVENWORTH	81,352	\$54,981
LINCOLN	3,023	\$7,000
LINN	9,750	\$7,000
LOGAN	2,844	\$7,000
LYON	33,406	\$22,577
MARION	11,950	\$8,076
MARSHALL	9,722	\$7,000
MCPHERSON	28,537	\$19,287
MEADE	4,146	\$7,000
MIAMI	33,680	\$22,762
MITCHELL	6,150	\$7,000
MONTGOMERY	32,120	\$21,708
MORRIS	5,521	\$7,000
MORTON	2,667	\$7,000
NEMAHA	10,155	\$7,000
NEOSHO	15,951	\$10,780
NESS	2,840	\$7,000
NORTHEAST KANSAS MULTI-CO.	39,071	\$26,919
NORTON	5,430	\$7,000
OSAGE	15,941	\$10,774
OSBORNE	3,475	\$7,000
OTTAWA	5,802	\$7,000
PAWNEE	6,562	\$7,000
PHILLIPS	5,317	\$7,000

COUNTY POPULATION AND GENERAL HEALTH (STATE FORMULA) AWARD FIGURE - SFY 2021

COUNTY	2018 POPULATION	TOTAL ALLOCATION
POTTAWATOMIE	24,277	\$16,407
PRATT	9,378	\$7,000
RAWLINS	2,508	\$7,000
RENO	62,342	\$42,133
REPUBLIC	4,664	\$7,000
RICE	9,531	\$7,000
RILEY	73,703	\$49,812
ROOKS	5,013	\$7,000
RUSH	3,093	\$7,000
RUSSELL	6,907	\$7,000
SALINE	54,401	\$36,766
SCOTT	4,897	\$7,000
SEDGWICK	513,607	\$347,117
SEK MULTI-CO. **	38,158	\$32,313
SEWARD	21,780	\$14,720
SHAWNEE	177,499	\$119,961
SHERIDAN	2,533	\$7,000
SHERMAN	5,899	\$7,000
SMITH	3,603	\$7,000
STAFFORD	4,178	\$7,000
STANTON	1,987	\$7,000
STEVENS	5,559	\$7,000
SUMNER	22,996	\$15,542
THOMAS	7,711	\$7,000
TREGO	2,793	\$7,000
UNIFIED GOV OF WYANDOTTE	165,324	\$111,733
WABAUNSEE	6,899	\$7,000
WALLACE	1,503	\$7,000
WASHINGTON	5,420	\$7,000
WICHITA	2,105	\$7,000
WILSON	8,665	\$7,000
	2,911,505	2,220,250

External Grantee: Shawnee County Health Department

Grant: State Formula (SF)

Category			Request	Request	Match			Match % Of	
Type	Category	Description	Request Cost	Quantity	Total	Match Cost	Quantity	Match Total	Request
Expenditure	Salary	Deanna Miles	\$57,760.00	72.86876%	\$42,089.00	\$57,760.00	2.13297%	\$1,232.00	3%
Expenditure	Salary	Elaine Deters	\$62,547.00	72.8652%	\$45,575.00	\$62,547.00	2.1328%	\$1,334.00	3%
Expenditure	Benefits	Health & Life Insurance (\$10,130 per FTE)	\$14,764.00	100%	\$14,764.00	\$431.00	100%	\$431.00	3%
Expenditure	Benefits	FICA (7.65% of Salaries)	\$6,707.00	100%	\$6,707.00	\$196.00	100%	\$196.00	3%
Expenditure	Benefits	KPERS (9.61%)	\$8,424.00	100%	\$8,424.00	\$247.00	100%	\$247.00	3%
Expenditure	Benefits	Other Benefits (2.74% - Unemployment 0.16%, Workers Comp 2.50%, Other 0.08%)	\$2,402.00	100%	\$2,402.00	\$70.00	100%	\$70.00	3%
Expenditure	Maintenance of Effort (MATCH ONLY)	Tax Allocation	\$0.00	0.00000	\$0.00	\$2,151,781.00	1.00000	\$2,151,781.00	N/A
TOTALS			\$152,604.00		\$119,961.00	\$2,273,032.00		\$2,155,291.00	1797%

Grant Application Signature Page
State of Kansas Department of Health and Environment

Grant Period: July 1, 2020 - June 30, 2021

1000 SW Jackson, Suite 340
Topeka, Kansas 66612-1365

This form, complete with signatures, is required to complete your Aid to Local application package.

Upload as an attachment to each budget section in the grant application.

All applications due March 16, 2020.

tiny-K applications are due April 21, 2020.

Applicant:(Name of Agency)
Northeast Corner Regional Initiative

Address
2600 SW East Circle Drive
Topeka, Kansas 66606

KGMS Administrator
Nancy Mitchell

KGMS Administrator Phone
785-251-2456

Programs

Regional PHEP (RPHEP)	\$37,487.00
Total Funds Requested:	\$37,487.00

Signatures

President/Chairman Local Board of Health or Board of Directors

Administrator/Director

Date: _____

Date: _____

Northeast Corner Regional Initiative
2600 SW East Circle Drive
Topeka, Kansas 66606

Grant: Regional PHEP (RPHEP)
Project Title:
Grant Year: 2021

County: Shawnee

Administrator: Nancy Mitchell

Fiscal Officer: None Assigned

RPHEP SFY2021 Application

â€œThis publication was supported by the Grant or Cooperative Agreement Number, NU90TP922049, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.â€ (Note that this statement applies to applications, budgets, budget maintenance and FSRs in KGMS.)

Regional PHEP Coordinator Name

Cory Leon

Regional Coordinator Address

2600 SW East Circle Dr. Topeka, KS 66606

E-Mail Address

cory.leon@sncs.us

Work Phone Number

7852515661

Work Cell Phone Number

7858066309

Fax Number

7852515696

Select the Regional PHEP Fiscal Agency County below.

Shawnee

Fiscal Agency Administrator/Director Name

Linda Ochs

Address

2600 sw east circle dr.

E-Mail Address

linda.ochs@sncs.us

Work Phone Number

7852515700

Work Cell Phone Number

Fax Number

7852515696

KGMS Administrator Name

Cory Leon

E-Mail Address

cory.leon@sncg.us

Work Phone Number

7852515600

Work Cell Phone Number

7858066309

Fax Number

7852515696

KGMS Financial Fiscal Officer Name

Nancy Mitchell

E-mail Address

nancy.mitchell@sncg.us

Work Phone Number

785-251-5667

Work Cell Phone Number

785-251-5667

Fax Number

7852515696

Preparedness Point of Contact Name

Cory Leon

E-mail Address

cory.leon@sncg.us

Work Phone Number

7858066309

Work Cell Phone Number

7858066309

Fax Number

7852515696

Select all counties that are part of the PHEP Region.

Allen

Coffey

Geary

Johnson

Miami

Pratt

Sherman

- | | | | | | | |
|--|--|---|--|--|---|-------------------------------------|
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Comanche | <input type="checkbox"/> Gove | <input type="checkbox"/> Kearny | <input type="checkbox"/> Mitchell | <input type="checkbox"/> Rawlins | <input type="checkbox"/> Smith |
| <input checked="" type="checkbox"/> Atchison | <input type="checkbox"/> Cowley | <input type="checkbox"/> Graham | <input type="checkbox"/> Kingman | <input type="checkbox"/> Montgomery | <input type="checkbox"/> Reno | <input type="checkbox"/> Stafford |
| <input type="checkbox"/> Barber | <input type="checkbox"/> Crawford | <input type="checkbox"/> Grant | <input type="checkbox"/> Kiowa | <input type="checkbox"/> Morris | <input type="checkbox"/> Republic | <input type="checkbox"/> Stanton |
| <input type="checkbox"/> Barton | <input type="checkbox"/> Decatur | <input type="checkbox"/> Gray | <input type="checkbox"/> Labette | <input type="checkbox"/> Morton | <input type="checkbox"/> Rice | <input type="checkbox"/> Stevens |
| <input type="checkbox"/> Bourbon | <input type="checkbox"/> Dickinson | <input type="checkbox"/> Greeley | <input type="checkbox"/> Lane | <input checked="" type="checkbox"/> Nemaha | <input type="checkbox"/> Riley | <input type="checkbox"/> Sumner |
| <input checked="" type="checkbox"/> Brown | <input checked="" type="checkbox"/> Doniphan | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Leavenworth | <input type="checkbox"/> Neosho | <input type="checkbox"/> Rooks | <input type="checkbox"/> Thomas |
| <input type="checkbox"/> Butler | <input type="checkbox"/> Douglas | <input type="checkbox"/> Hamilton | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Ness | <input type="checkbox"/> Rush | <input type="checkbox"/> Trego |
| <input type="checkbox"/> Chase | <input type="checkbox"/> Edwards | <input type="checkbox"/> Harper | <input type="checkbox"/> Lim | <input type="checkbox"/> Norton | <input type="checkbox"/> Russell | <input type="checkbox"/> Wabaunsee |
| <input type="checkbox"/> Chautauqua | <input type="checkbox"/> Elk | <input type="checkbox"/> Harvey | <input type="checkbox"/> Logan | <input type="checkbox"/> Osage | <input type="checkbox"/> Saline | <input type="checkbox"/> Wallace |
| <input type="checkbox"/> Cherokee | <input type="checkbox"/> Ellis | <input type="checkbox"/> Haskell | <input type="checkbox"/> Lyon | <input type="checkbox"/> Osborne | <input type="checkbox"/> Scott | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Cheyenne | <input type="checkbox"/> Ellsworth | <input type="checkbox"/> Hodgeman | <input type="checkbox"/> Marion | <input type="checkbox"/> Ottawa | <input type="checkbox"/> Sedgwick | <input type="checkbox"/> Wichita |
| <input type="checkbox"/> Clark | <input type="checkbox"/> Finney | <input checked="" type="checkbox"/> Jackson | <input checked="" type="checkbox"/> Marshall | <input type="checkbox"/> Pawnee | <input type="checkbox"/> Seward | <input type="checkbox"/> Wilson |
| <input type="checkbox"/> Clay | <input type="checkbox"/> Ford | <input checked="" type="checkbox"/> Jefferson | <input type="checkbox"/> McPherson | <input type="checkbox"/> Phillips | <input checked="" type="checkbox"/> Shawnee | <input type="checkbox"/> Woodson |
| <input type="checkbox"/> Cloud | <input type="checkbox"/> Franklin | <input type="checkbox"/> Jewell | <input type="checkbox"/> Meade | <input type="checkbox"/> Pottawatomie | <input type="checkbox"/> Sheridan | <input type="checkbox"/> Wyandotte |

Select the Healthcare Coalition(s) within the Region

- | | | |
|---|--|---|
| <input type="checkbox"/> Kansas City Healthcare Coalition | <input checked="" type="checkbox"/> Northeast Healthcare Coalition | <input type="checkbox"/> South Central Healthcare Coalition |
| <input type="checkbox"/> North Central Healthcare Coalition | <input type="checkbox"/> Northwest Healthcare Coalition | <input type="checkbox"/> Southeast Healthcare Coalition |

Budget Section

Complete the budget form below using the funding amount from the current budget period. After Completion of your budget in KGMS, you will upload your signature page in KGMS and remit to KDHE. Once the Notification of Award amount is disseminated, the budget will be unlocked for you to revise according to the final allocation notice. The Budget Award amount and the Budgeted Amount must match exactly (to the penny). At this time, the justification within the Budget Narrative must be completed. The Budget Narrative Form can be located by going to the Homepage screen and selecting on the Agency Program button located on the left-hand side of the screen. On the next screen to appear you will be able to locate the Budget Narrative Form which will need to be completed and then uploaded in KGMS on the Upload tab. After all tasks have been completed you will submit to KDHE and send an e-mail to KDHE.Preparedness@KS.Gov notifying the tasks are complete so our office can review and approve promptly. The budget will not be approved by the KDHE Preparedness Program if the Budget Narrative has not been completed and uploaded in KGMS. For questions related to the completion of your Preparedness Grant Application and Budget, please contact KDHE.Preparedness@KS.Gov.

REGIONAL GROUP FUNDING ALLOCATIONS (FOR BP2 COOPERATIVE AGREEMENT)

Note: Population figures are from the 2018 Kansas Census.

Total Region @ 18%	\$551,903	OTHER VALUES	
Base Award per Region	\$27,887	Total Local PHEP	\$3,122,125
Last Year's Base Award Per Region	\$27,747		
		Total Regional Funding	\$551,903

<i>Award per Frontier/Rural</i>	\$ 1,500	\$ 105,000
<i>Award per Densely-Settled Rural</i>	\$ 1,000	\$ 19,000
<i>Award per Semiurban</i>	\$ 600	\$ 6,000
<i>Award per Urban</i>	\$ 600	\$ 3,600
	\$ 133,600	

F = Frontier (Less than 6 ppsm); R = Rural (6 - 19.9 ppsm); D = Densely-Settled Rural (20 - 39.9 ppsm); S = Semi-Urban (40 - 149.9 ppsm); U = Urban (over 150 ppsm)

Regional Group	County	Population	Population Status	Status Value	BP1 Current Award per Region	% Change
Northwest BT Region					\$ 42,387	0.33%
	CHEYENNE	2,680	F	1500		
	DECATUR	2,871	F	1500		
	ELLIS	28,710	D	1000		
	GRAHAM	2,492	F	1500		
	NORTON	5,430	R	1500		

	PHILLIPS	5,317	R	1500		
	RAWLINS	2,508	F	1500		
	ROOKS	5,013	F	1500		
	RUSH	3,093	F	1500		
	THOMAS	7,711	R	1500		
West Central Region					\$	36,887 0.38%
	GOVE	2,612	F	1500		
	LOGAN	2,844	F	1500		
	NESS	2,840	F	1500		
	SHERIDAN	2,533	F	1500		
	SHERMAN	5,899	F	1500		
	TREGO	2,793	F	1500		
North Central Kansas					\$	46,887 0.30%
	CLAY	7,997	R	1500		
	CLOUD	8,729	R	1500		
	DICKINSON	18,717	D	1000		
	ELLSWORTH	6,196	R	1500		
	JEWELL	2,841	F	1500		
	LINCOLN	3,023	F	1500		
	MITCHELL	6,150	R	1500		
	OSBORNE	3,475	F	1500		
	OTTAWA	5,802	R	1500		
	REPUBLIC	4,664	R	1500		
	RUSSELL	6,807	R	1500		
	SMITH	3,603	F	1500		
	WASHINGTON	5,420	R	1500		

Central Kansas Region

			\$	34,987	0.40%
BARTON	26,111	D	1000		
MCPHERSON	28,537	D	1000		
PAWNEE	6,562	R	1500		
RICE	9,531	R	1500		
SALINE	54,401	S	600		
STAFFORD	4,178	F	1500		

Wildcat

			\$	30,087	0.47%
GEARY	32,594	S	600		
POTTAWATOMIE	24,277	D	1000		
RILEY	73,703	S	600		

Northeast Corner

			\$	37,487	1.74%
ATCHISON	16,193	D	1000		
BROWN	9,598	R	1500		
DONIPHAN	7,682	R	1500		
JACKSON	13,280	D	1000		
JEFFERSON	18,975	D	1000		
MARSHALL	8,722	R	1500		
NEMAHA	10,155	R	1500		
SHAWNEE	177,499	U	600		

Western Pyramid

			\$	39,387	0.36%
FINNEY	36,611	D	1000		
GREELEY	1,227	F	1500		
HAMILTON	2,607	F	1500		
KEARNY	3,943	F	1500		
LANE	1,560	F	1500		

	SCOTT	4,897	R	1500		
	WALLACE	1,503	F	1500		
	WICHITA	2,105	F	1500		
Southwest Kansas Health Initiative					\$	34,887 0.40%
	GRANT	7,336	R	1500		
	MORTON	2,667	F	1500		
	SEWARD	21,780	D	1000		
	STANTON	1,987	F	1500		
	STEVENS	5,559	R	1500		
Southwest Surveillance					\$	36,387 0.39%
	CLARK	2,005	F	1500		
	FORD	33,888	D	1000		
	GRAY	6,033	R	1500		
	HASKELL	3,997	R	1500		
	HODGEMAN	1,818	F	1500		
	MEADE	4,146	F	1500		
South Central Coalition					\$	38,387 0.37%
	BARBER	4,472	F	1500		
	COMANCHE	1,748	F	1500		
	EDWARDS	2,849	F	1500		
	HARPER	5,506	R	1500		
	KINGMAN	7,310	R	1500		
	KIOWA	2,516	F	1500		
	PRATT	9,378	R	1500		
KS South-Central Metro					\$	34,287 1.90%
	BUTLER	66,765	S	600		

	COWLEY	35,218	D	1000		
	HARVEY	34,210	S	600		
	MARION	11,950	R	1500		
	RENO	62,342	S	600		
	SEDGWICK	513,607	U	600		
	SUMNER	22,996	R	1500		
East Central Coalition					\$	37,987 0.37%
	CHASE	2,629	F	1500		
	COFFEY	8,233	R	1500		
	FRANKLIN	25,831	S	600		
	GREENWOOD	6,055	F	1500		
	LYON	33,406	D	1000		
	MORRIS	5,521	R	1500		
	OSAGE	15,941	D	1000		
	WABAUNSEE	6,899	R	1500		
SEK Multi-County					\$	32,887 0.43%
	ALLEN	12,444	D	1000		
	ANDERSON	7,878	R	1500		
	BOURBON	14,653	D	1000		
	WOODSON	3,183	R	1500		
The Lower 8 of SE Kansas					\$	36,587 0.38%
	CHAUTAUQUA	3,309	F	1500		
	CHEROKEE	20,015	D	1000		
	CRAWFORD	39,019	S	600		
	ELK	2,508	F	1500		
	LABETTE	19,964	D	1000		

External Grantee: Northeast Corner Regional Initiative

Grant: Regional PHEP (RPHEP)

Category			Request	Request	Request	Match	Match	Match % Of	
Type	Category	Description	Cost	Quantity	Total	Match Cost	Quantity	Total	Request
Expenditure	Salary	Cory Leon	\$47,653.00	39.99958%	\$19,061.00	\$47,653.00	0%	\$0.00	N/A
Expenditure	Benefits	Health & Life Insurance \$10,130 per FTE	\$4,052.00	100%	\$4,052.00	\$0.00	0%	\$0.00	N/A
Expenditure	Benefits	FICA 7.65% of Salaries	\$1,458.00	100%	\$1,458.00	\$0.00	0%	\$0.00	N/A
Expenditure	Benefits	KPERS 9.61% of Salaries	\$1,832.00	100%	\$1,832.00	\$0.00	0%	\$0.00	N/A
Expenditure	Benefits	Other Benefits 2.74% of Salaries (Unemployment & Worker's Comp)	\$522.00	100%	\$522.00	\$0.00	0%	\$0.00	N/A
Expenditure	Supplies	Personal Protective Equipment (PPE)	\$3,080.00	1.00000	\$3,080.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - In-State	Mileage to Regional Meetings - 1,913 miles @ \$0.575 per mile	\$1,100.00	1.00000	\$1,100.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - In-State	KS Infectious Disease Symposium Mileage (3 vehicles @ 133 miles @ \$0.575 per mile)	\$230.00	1.00000	\$230.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - In-State	Per Diem KS Infectious Disease Symposium (\$17 X 4 people)	\$68.00	1.00000	\$68.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - In-State	KS Infectious Disease Symposium Registration (\$130 X 4 people)	\$520.00	1.00000	\$520.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Preparedness Summit Mileage (183 miles @ \$0.575 per mile)	\$105.00	1.00000	\$105.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Flight - Preparedness Summit (2 people)	\$300.00	2.00000	\$600.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Hotel - Preparedness Summit (\$200 per night X 4 nights X 2 people)	\$200.00	8.00000	\$1,600.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Parking - Preparedness Summit	\$40.00	1.00000	\$40.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Per Diem - Preparedness Summit (2 people, 5 days)	\$594.00	1.00000	\$594.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Travel - Out-of-State	Preparedness Summit Registration (2 people)	\$650.00	2.00000	\$1,300.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Other	Room Rental for Regional Meetings	\$300.00	1.00000	\$300.00	\$0.00	0.00000	\$0.00	N/A
Expenditure	Other	Portacount Calibration	\$1,025.00	1.00000	\$1,025.00	\$0.00	0.00000	\$0.00	N/A
TOTALS			\$63,729.00		\$37,487.00	\$47,653.00		\$0.00	

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1.



March 2, 2020

TO: Board of County Commissioners
Shawnee County

FROM: Tim L. Laurent, Director *TL*
Parks + Recreation

RE: Gage Park Accessible Diamond Project Bid Results/Agreement
Park Services Division

Purpose: Board of Commissioners approval of bid and execution on the attached agreement is requested with McConnell and Associates Corporation for the resurfacing of the Gage Park Accessible ball diamond. The agreement and Request #093-19 defines the project. Funding of \$41,579.00 has been identified from the Capital Maintenance (3R) Fund.

Justification: On October 31, 2019, a project budget was approved by the Board of Commissioners to resurface the diamond and solicit bids for necessary repairs. On December 5, 2019, bid results were opened with the sole responder being McConnell and Associates. SCP+R reviewed the bid as it relates to the specified scope and recommends McConnell and Associates as the lowest most responsive bidder for the project.

McConnell and Associates Corp. \$41,579.00

TLL/blt
RL
Attachments



parks.snco.us

SHAWNEE COUNTY CONTRACT NO. C- 97 - 2020

Agreement between The BOARD OF SHAWNEE COUNTY COMMISSIONERS
and MCCONNELL AND ASSOCIATES CORPORATION

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2020, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS ("COUNTY"), and MCCONNELL AND ASSOCIATES CORPORATION ("CONTRACTOR").

WHEREAS, in Quotation No. 093-19 the County solicited bids for the resurfacing of the Gage Park Accessible ball diamond (Project); and

WHEREAS, the County has publically opened and examined the bids submitted, and has determined the Contractor to be the lowest most responsive bidder for the work described herein; and

WHEREAS, in consideration of the compensation to be paid to Contractor by County and of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - SCOPE OF WORK

Contractor agrees to provide goods and services for the County in accordance with the terms, conditions and specifications contained in the Contract Documents, enumerated in Section 14 below, which are hereby incorporated herein and made a part of by reference. Contractor shall perform all work, as stated on in the Contract Documents, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project; including the furnishing of all material and equipment required to be incorporated into the Project and all tools, equipment, supplies, transportations, facilities, labor, superintendents, one (1) year warranty on materials and workmanship and other services required to perform the work and complete the Project.

SECTION 2 - TERM

This Agreement shall commence on the date listed above. Contractor shall complete all work required in the Plans and Specifications within ninety (90) calendar days of receiving the "Start Work Order" from the County. In the event Contractor shall be delayed in performing any work due to bad weather not reasonably anticipated, fire or other Acts of God, the date for achieving substantial completion or as applicable final completion shall be appropriately adjusted by County upon written claim of Contractor to County. For bad weather conditions day adjustment, it shall be the Contractors' responsibility to notify the County by 10:00 a.m. any day when such bad weather occurs. County's representative for this purpose is Randy Luebbe, Parks Services Director, who can be contacted at (785) 251-6807.

SECTION 3 -- PAYMENTS

This Agreement shall not exceed the amount of Forty One Thousand Five Hundred Seventy Nine Dollars and No/100 (\$41,579.00). Progress payments shall be made monthly in proportion to percentage of the work completed on the project each month. Contractor may submit monthly invoices stating the amount of work completed on the Project. County shall have fourteen (14) calendar days from receipt of said invoice to confirm the work's completion and make each progress payment.

SECTION 4 -- LIQUIDATED DAMAGES

Should Contractor fail to complete the Project within the contract time provided herein, Contractor shall pay County as liquidated damages, and not as penalty, the sum of One Hundred Dollars (\$100.00), for each calendar day beyond the stipulated contract time unless such contract time is extended by mutual agreement of the parties through a change order.

SECTION 5 -- SUBSTANTIAL COMPLETION

Upon completion of the work, Contractor shall notify County and County shall conduct or cause to be conducted an inspection of the work. Contractor shall be given ten (10) days to complete or correct any incomplete or deficient work or any outstanding items remaining to be completed or corrected as detailed in a list of items furnished by County. If upon expiration of said ten (10) calendar days the aforementioned outstanding items of work have not been completed, liquidated damages shall commence as provided herein.

Unless extended as provided herein, the expiration of the Agreement time shall constitute a putting in default, where Contractor has failed to complete the Project timely, and County need not place Contractor in default. Contractor further hereby waives any and all notice of default.

SECTION 6 -- CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor represents that it has familiarized itself with the nature and extent of the Agreement documents, the work, the locality and all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect the progress of performance of the work. Further, Contractor has given County written notice of any conflicts, errors, or discrepancies that it has discovered in the Agreement documents, and hereby accepts the written resolution thereof.

SECTION 7 -- TERMINATION

The terms of this Agreement shall be binding on the parties hereto, but this Agreement may be terminated under any or all of the following conditions:

1. By mutual written contract and consent of the parties hereto.

2. County as a consequence of the failure of Contractor to comply with the terms, progress, or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of Contractor.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

In the event of termination of this Agreement, because of any of the above, Contractor shall be paid for work performed in a satisfactory manner prior to Contractors' receipt of written notice of termination.

SECTION 8 – INSURANCE

Contractor shall furnish a Certificate of Insurance in accordance with Exhibit A prior to commencement of work or within ten (10) days of the execution of this Agreement, whichever is sooner.

SECTION 9 – INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Agreement, Contractor shall be acting in the capacity of Independent Contractor and not as an employee of County. County shall not be obligated to any person, firm, corporation, or other entity for any obligation to Contractor arising from the performance of services under this Agreement. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, Worker's Compensation Insurance, as Contractor is an Independent Contractor.

SECTION 10 – CONTRACT EXECUTION

The contract documents enumerated in Section 14 herein represent the entire agreement between County and Contractor and supersede all prior negotiations, representations or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

SECTION 11 – APPLICABLE LAW AND VENUE

This Agreement shall be consummated in the State of Kansas and shall be governed and/or construed in accordance with the laws of the State of Kansas. Venue shall be in the Third Judicial District Court, Shawnee County, Kansas; and by entering this Agreement, Contractor expressly waives any objections to jurisdiction and venue, regardless of Contractor's residence or domicile.

SECTION 12 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall protect, defend, indemnify, and hold County its elected and appointed officials, agents, directors, servants and employees, or any firm company, organization, or individual, or their contractors, or subcontractors for whom County may be contracted to, harmless from and against any and all claims, demands, judgments, fines, suits, actions or causes of liability, and absolute liability which may arise in favor of any person, persons, or entity on account of illness, disease, property damage, loss of property, services, wages, death or personal injury resulting from work contemplated by this Agreement.

SECTION 13 -- NOTICES

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Notices should be sent to County at the following address:

Tim L. Laurent, Director
Shawnee County Parks + Recreation
3137 SE 29th Street
Topeka, KS 66605

Notices should be sent to Contractor at the following address:

Josh Klug, Project Manager
McConnell & Associates Corporation
1225 Iron Street
North Kansas City, MO 64116
(816) 842-6066

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) days after deposit in the mail, postage prepaid, certified, in accordance with this paragraph.

SECTION 14 -- CONTRACT DOCUMENTS

The Contract Documents which comprise the Agreement between County and Contractor include the documents listed below (attached):

1. This Agreement
2. Exhibit A (Quotation 093-19)
3. Shawnee County Contractual Provisions Attachment
4. Exhibit B (Contractor's Schedule of Prices and Terms and Conditions)
5. Contractor's Certificates of Insurance (See Section 8), and

In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth above.

SECTION 15 – SEVERABILITY

The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the regulations of the United States and the laws of the State of Kansas. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

SECTION 16 – DISCRIMINATION CLAUSE

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1994, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 12346, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**MCCONNELL & ASSOCIATES
CORPORATION**

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**




William D. Riphahn, Chair

Print Name: JOSH KLUG

Title: ESTIMATOR/PM

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

Approved as to Legality
and Form: Date 7-4-20

ASST. CO. COUNSELOR

ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C 97-2020

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 _____, 20____.

- 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.
- 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.
- 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.
- DISCLAIMER OF LIABILITY.** Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
- 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 (c) 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 (c) 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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: [Signature]

ESTIMATOR/PM
Title:

2/12/2020
Date:

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

William D. Riphahn, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

E2.

Shawnee County
parks + recreation

March 2, 2020

TO: Board of County Commissioners
Shawnee County

FROM: Tim L. Laurent, Director
Parks + Recreation *TL*

RE: Topeka Golden Giants Agreement
Park Services Division

Purpose: Board of Commissioners approval is requested on the attached Agreement between the Topeka Golden Giants (TGG) and Shawnee County Parks + Recreation for conducting collegiate-aged baseball competitions on Jerry Robertson Field at the Bettis Family Sports Complex at a cost of \$335 per game.

Justification: This Agreement sets out revised lease conditions for the Organization to provide non-professional baseball players the opportunity to utilize first class facilities for games and will replace Contract No. C69-2016. The revised agreement specifies that play will occur on Jerry Robertson Field, emphasizes TGG assistance with such items as litter control and game-day personnel, use of Lake Shawnee Event Center for a pre-season meeting and department authority in all scheduling matters. TGG and league information is available at www.topekagoldengiantsbaseball.com.

TLL/blt
RL
Attachments



parks.snco.us

SHAWNEE COUNTY CONTRACT NO. C 98-2020

TOPEKA GOLDEN GIANTS AGREEMENT FOR
USAGE OF THE BETTIS FAMILY SPORTS COMPLEX

THIS AGREEMENT is made and entered into this ____ day of ____, 2020, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS**, hereinafter referred to as the "County," and the **TOPEKA GOLDEN GIANTS**, a not-for-profit organization hereinafter referred to as the "Club."

WHEREAS, the County is the owner of the Bettis Family Sports Complex and operates Jerry Robertson Field located therein; and

WHEREAS, the Club wishes to conduct a collegiate-aged summer baseball competition at Jerry Robertson Field; and

WHEREAS, Shawnee County Parks + Recreation ("Department") shall be responsible for carrying out respective duties on behalf of the County; and

WHEREAS, it would be of mutual benefit to the parties that certain rights, privileges, and covenants be granted by the County to the Club in exchange for the consideration to be paid and services to be rendered by the Club for said rights, privileges, and covenants, as they are hereinafter set forth; and

NOW THEREFORE, in consideration of the promises and of mutual covenants herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on May 19, 2020, and shall terminate on May 19, 2021. Upon its expiration, this Agreement shall automatically renew with the same terms and conditions each year for additional one-year periods unless either party shall notify the other in writing, not less than sixty (60) days prior to the expiration of the Agreement, they intend to modify or terminate the Agreement.

2. **LOCATION.** The County agrees to permit the Club to utilize Jerry Robertson Baseball Field at the Bettis Family Sports Complex (the "Facility") for the Topeka Golden Giants baseball games, a collegiate-aged summer baseball competition (the "Program").

3. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that the Club is associated with the County only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, the Club is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to

otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of the Club or any other party.

The Club shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA, or any other taxes or fees; (2) insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions to the Kansas Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. The Club shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither the Club nor its players, employees, agents, volunteers or representatives shall be considered employees, agents, or representatives of the County. The parties shall continually evaluate the nature of services and the term of the Agreement negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Agreement to ensure that the independent contractor relationship remains as such.

4. RESPONSIBILITIES OF THE DEPARTMENT.

a. **Fields.** The Department agrees to prepare Jerry Robertson Field for all scheduled games and shall work with the Club on game scheduling, field and site amenities, pre and post activities, maintenance and usage of the immediate area surrounding Jerry Robertson Field including locker room based on availability and the Lake Shawnee Event Center for one preseason team meeting.

b. **Equipment.** The Department shall provide use of only County owned equipment on Jerry Robertson field and the immediate area for the Club activities.

c. **Staff.** The Department shall provide at minimum one staff member on site during activities to assist with normal game preparations, setup of equipment, and Emergency Action Plan Implementation (if needed).

i. The Department does not provide game scorekeepers, PA announcers, or scoreboard operators.

d. **Umpires.** The Department shall provide umpires contracted through Topeka Premier Umpire Association. Said umpire fees are included in the game fee.

e. **Utilities.** The County shall provide only existing services at no additional charge during said scheduled activities.

f. **Schedule.** The Department has received the Club's 2020 schedule. The Club agrees to submit a complete schedule of events prior to January 1 of any year that this Agreement is extended. Any changes to the submitted schedule, when known by the Club, shall be submitted in writing to the Department not less than fourteen (14) prior to the

original event or activity. The Department shall retain full authority and have the final say to schedule any and all activities at the Facility.

g. Invoice. The Department shall invoice the Club within three (3) business days of conclusion of all said scheduled games.

5. RESPONSIBILITIES OF THE CLUB.

a. Guidelines. The Club agrees to adhere to all Department Regulations, County Code, Bettis Family Sports Complex and Jerry Robertson Field guidelines, Emergency Action Plan (EAP) and the Sportsmanship Emphasis. The Club agrees to enforce such standards with respect to players, teams, coaches, staff, volunteers and visitors during scheduled activities. The Club shall assist the Department with such EAP to include player and spectator safety with respect to severe weather, concussions, and heat related policy.

b. Litter Control. The Club agrees to assist with litter control on Jerry Robertson Field and the immediate surrounding area prior to, during and following Club activities. Areas included: team dugouts, locker rooms (when applicable), bleachers, plaza, and sidewalks leading to and surrounding Jerry Robertson Field.

i. Shelled nuts and all tobacco products including smokeless and electronic are strictly prohibited. Kansas Law prohibits tobacco use by minors.

c. Gate Receipts. The Club shall retain gate revenue at the specified field during Club game day activities only. The Club shall encumber all expenses associated with such gate receipt collection.

d. Personal Property. All personal property brought onto the Facility by the Club shall be the responsibility of the Club. The County shall not be liable for any damage or loss, either to person or property, sustained by the Club or other persons due to the Facility or any part appurtenance thereof, or the machinery or appliances used in connection therewith, becoming out of repair or in defective condition; or from any acts of negligence of the County, its employees or agents, co-tenants, or other occupants of the Facility or any other person; or any accident or mishap including severe weather, fire, theft, pilferage or vandalism, occurring in or about the Facility.

e. Advertising or Signage. The Club shall not sell, display or alter any advertising or signage at the Facility. Temporary banners or promotional items must have prior approval from the Department.

f. The Club agrees that no vendors are allowed without prior Department approval.

g. The Club agrees to supervise and to be responsible for any player, officer, employee, volunteer or agent of the Club acting within and immediately adjacent to the Facility. Furthermore, the Club agrees that its officers, agents, employees or volunteers will not be under the influence of alcoholic beverages or narcotics during the performance of services under this Agreement. The Club agrees and understands that it is responsible for any medical expenses that may be incurred by its officers, agents, or employees as a result of performing services under this Agreement.

h. The Club is required to keep records for tax purposes. The County shall not withhold or be responsible for, nor indemnify the Club for any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this Agreement.

6. **COMPENSATION.** The Club agrees to compensate the County a rate of Three Hundred Thirty Five Dollars and No/100 (\$335.00) per game for the field rental. Payment of invoice is due on or before August 1, 2020.

7. **INSURANCE.** The Club shall provide and maintain for the duration of this Agreement, at its own expense, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Kansas in the amount of at least One Million Dollars and No/100 (\$1,000,000.00) with respect to injury or death to any one person and One Million Dollars and No/100 (\$1,000,000.00) with respect to damages to the property. The Club further agrees to provide to the County proof of insurance by May 1 of any year that this Agreement is in effect. Certified copies of said policies, naming the County as an additional insured and providing for thirty (30) days notice to the County before material alteration or cancellation shall be delivered to the County.

8. **INDEMNITY.** Club hereby expressly agrees to indemnify, save and hold harmless, and defend the County against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, it's representatives or employees.

9. **ASSIGNMENT AND SUBLETTING.** Club shall not assign this Agreement or any interest therein, nor let or sublet the said Premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person.

10. **NON-DISCRIMINATION.** The County and Club agree to comply with all Federal laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

a. All requirements imposed by or pursuant to the non-discrimination regulations of the United States Department of the Interior (43 C.F.R. Part 17);

b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1) which prohibits discrimination on the basis of race, color, or national origin;

c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicap;

e. The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

f. The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from participation in, be denied benefits, or be subject to discrimination under any program or activity receiving Federal Financial Assistance.

11. **WAIVER.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate, and cumulative, and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

12. **SEVERABILITY.** The provisions of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall remain in effect and binding upon the parties.

13. **KANSAS LAW AND VENUE.** This Agreement shall be interpreted in accordance with Kansas law. Any action to enforce or interpret the terms of this Agreement shall be filed in a court of competent jurisdiction located in Shawnee County, Kansas.

14. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

County:
Tim L. Laurent, Director

Shawnee County Parks + Recreation
3137 SE 29th Street
Topeka, Kansas 66605

Club:
Topeka Golden Giants
Seigfried Bingham, P.C.
Attn: JoHass
2323 Grand Boulevard, Suite 1000
Kansas City, MO 64108

15. **ENTIRE AGREEMENT.** The Shawnee County Contractual Provisions Attachment (the "CPA"), which is attached to this Agreement is incorporated by reference and made a part of this Agreement. Together this Agreement and the CPA represent the entire agreement and understanding between the Club and the County. No terms, conditions, course of performance, usage of trade, understandings, or agreements purporting to modify, supplement, or explain any provision of this Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend the Agreement.

16. **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year first above written.

**SHAWNEE COUNTY
PARKS + RECREATION**

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**



Tim B. Laurent, Director

William D. Riphahn, Chair

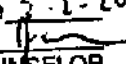
TOPEKA GOLDEN GIANTS

ATTEST:



Bob Conlon, Owner

Cynthia A. Beck, Shawnee County Clerk

Approved as to Legality
and Form: Date 7-1-10

ASST. CO. COUNSELOR


ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C 98-2020

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 _____, 20____.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
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: 
 Title: Gen. Mgr
 Date: 3-2-20

BOARD OF COUNTY COMMISSIONERS
 SHAWNEE COUNTY, KANSAS

William D. Riphahn, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

E
3.



March 2, 2020

TO: Board of County Commissioners
Shawnee County

FROM: Tim L. Laurent, Director *TL*
Parks + Recreation

RE: Parks For All Foundation – Event Agreements and Alcohol Resolution
Professional Development and Park Services Division

Purpose: Board of Commissioners authorization and execution is requested on the attached vendor agreements and alcohol resolution for the 2020 Tulips at Twilight Uncorked Event scheduled at Ward-Meade Park on April 9, 2020. Vendors include Bluejacket Crossing Vineyard & Winery LLC; Crooked Post Winery; Glaciers Edge Winery; Haven Pointe Winery LLC; Holy Field Vineyard and Winery, LLC; and Prairie Fire Winery LLC.

Justification: Parks For All Foundation is hosting this 21 years of age and older only event and the resolution allows for temporary alcoholic liquor and/or cereal malt beverages on County parklands. The event includes a ticketed only 'Sneak Peek' to view tulips throughout the property, tour the gardens and facilities and is a collaborative effort with funding for vendors provided by the Parks For All Foundation. Tulips at Twilight Uncorked is a fundraising opportunity between Parks + Recreation and the Parks For All Foundation, with proceeds benefiting the foundation which supports local parks and programs. Tulip Time is April 10-26, 2020.

TLL/blt
RL
Attachments



parks.snco.us

TEMPORARY PERMIT FOR ALCOHOLIC LIQUOR AND/OR CEREAL MALT BEVERAGES
ON SHAWNEE COUNTY PROPERTY

RESOLUTION NO. 2020 - 16

A RESOLUTION TEMPORARILY EXEMPTING CERTAIN COUNTY PROPERTY
FROM RESTRICTIONS ON SELLING, SERVING, POSSESSING OR CONSUMING
ALCOHOLIC LIQUOR AND/OR CEREAL MALT BEVERAGES

SPONSORED BY COMMISSIONER RIPHAIN

WHEREAS, in Home Rule Resolution No. HR-2019-1 the Board of County Commissioners of the County of Shawnee, Kansas established regulations for the selling, serving, possessing or consuming alcoholic liquor and/or cereal malt beverages on Shawnee County Property; and

WHEREAS, in accordance with Home Rule Resolution No. HR-2019-1 any Shawnee County Parks + Recreation parks, building, or facility hosting an authorized special or regular event must obtain written permission from the Shawnee County Parks + Recreation Director and a resolution approved by the Board of County Commissioners in order to allow patrons of the event to consume alcoholic liquor and/or cereal malt beverages; and

WHEREAS, K.S.A. 41-719 prohibits the drinking or consumption of alcoholic liquor on public property unless permitted by the Board of County Commissioners in accordance with K.S.A. 41-719(f); and

NOW, THEREFORE, The Board of County Commissioners of the County of Shawnee, Kansas, meeting in regular session on this ___ day of _____, 2020, does hereby resolve as follows:

1. The Board of County Commissioners hereby temporarily permits the selling, serving, possessing, or consuming alcoholic liquor and/or cereal malt beverages on the following property owned by the County as set forth below:

Name of Event: Tulips at Twilight Uncorked

Duration of this Temporary Permit:

From 04/09/2020 at 06:30 (PM) to 04/09/2020 at 9:00 (PM)

Permitted Locations: Ward Meade Park including Old Prairie Town facilities

Additional Restrictions on this Permit: Vendor samples provided between 6:30-8:30 p.m. only; sales of unopened product available from 6:30-9:00 p.m.

2. Any Vendor(s) selling or serving alcoholic liquor and/or cereal malt beverages pursuant to this permit shall be responsible for complying with all alcoholic liquor and/or cereal

malt beverage laws of the State of Kansas, Shawnee County Clerk or City Clerk when applicable.

Event organizer agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.

3. This temporary permit shall be conspicuously posted within the Permitted Location(s) during the entire time this permit is in effect.

**BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

William D. Riphahn, Chair

Kevin J. Cook, Vice-Chair

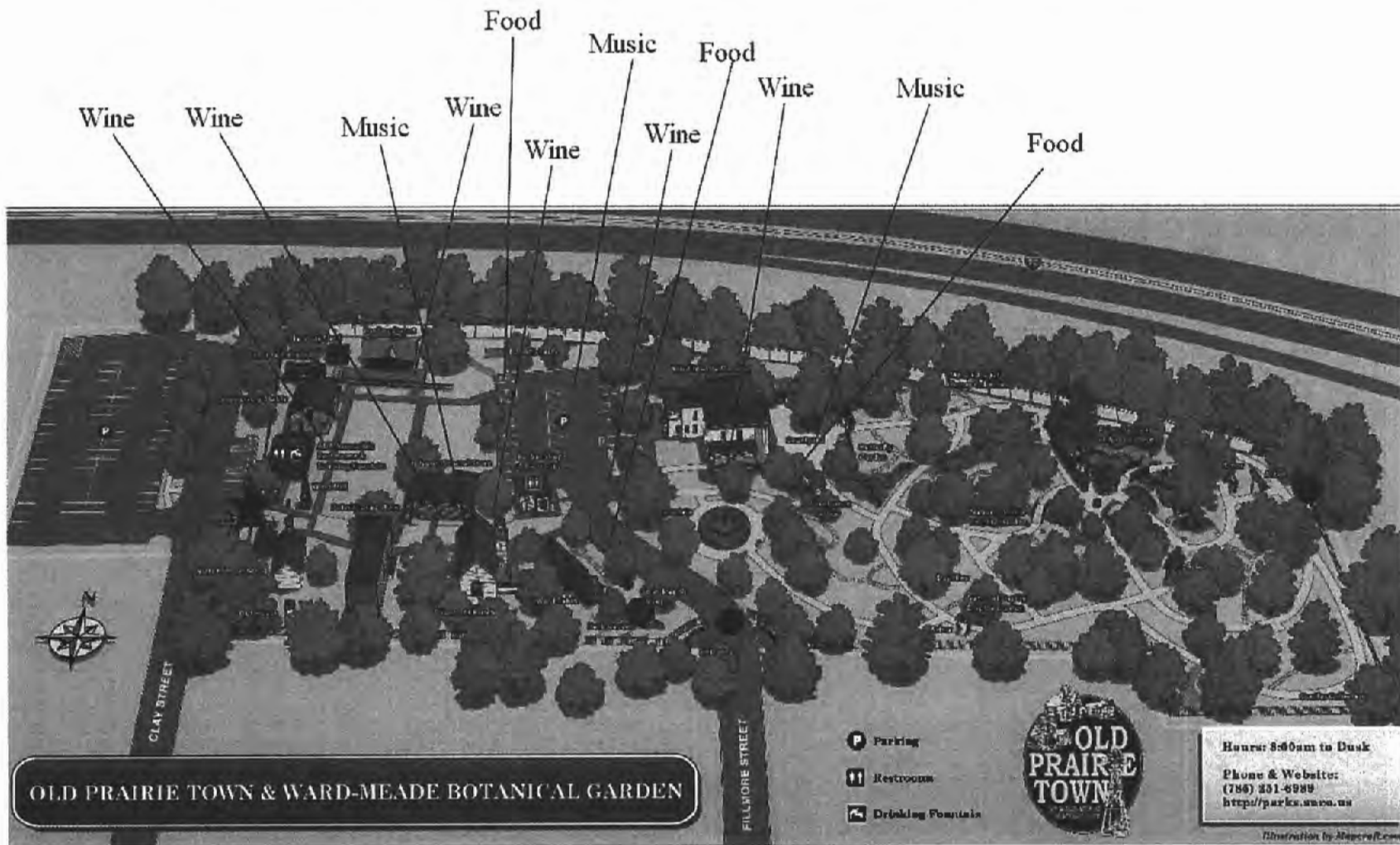
Aaron Mays, Member

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

Approved as to Legality
and Form: Date 4-20-20
[Signature]
ASST. CO. COUNSELOR

Park boundaries are secured by fencing with singular access point noted by black star, emergency access black circles (gates).



SHAWNEE COUNTY CONTRACT NO. C 99 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (County), the PARKS FOR ALL FOUNDATION (Foundation) and BLUEJACKET CROSSING VINEYARD & WINERY LLC (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

As a selected vendor, Contractor shall provide wine samples for ticket holders at the event during requested hours.

This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the Foundation agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

Contractor shall be responsible for all expenses incurred while performing under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent Contractor, not a County or Foundation employee. Contractor's employees or contract personnel are not County or Foundation employees. Contractor, Foundation and County agree to the following rights consistent with an independent Contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County or Foundation premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County and/or Foundation shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County or Foundation in the skills necessary to perform the services required by this Agreement.
- h. County or Foundation shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County or Foundation and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Foundation, including, but not limited to: medical, dental, or other personal, insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. Contractor must provide Federal Tax or Social Security Number on required Form W-9.
- k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County or Foundation for all payments received.

4. **INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall save, hold harmless, and indemnify the County and Foundation, their officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

Neither the County nor the Foundation shall 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 or Foundation 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 personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County and Foundation all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County and Foundation during the term of this Agreement.

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Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Shawnee County Financial Administrator, sufficient funds are not appropriated to continue the function performed in this agreement or to fund any obligation of the County for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. In such event, County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current 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.

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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

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9. 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 and the Shawnee County Parks and Recreation Foundation.

10. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County or Foundation have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, neither the County or Foundation shall agree to pay attorney fees and late payment charges; no provisions shall be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. 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.

12. SPECIAL PERMISSIONS

By signing below, the Director of Parks + Recreation gives written approval for alcohol sales, service, and consumption at the facility or premises pursuant to Shawnee County Home Rule Resolution 2019 - 1. Contractor agrees to be responsible for compliance with all alcoholic liquor and/or cereal malt beverage laws of the State of Kansas. Contractor understands and agrees that this contract and any Resolution temporarily exempting County property are not a license to sell alcohol and/or cereal malt beverages. Such licenses must be obtained separately from the State of Kansas (liquor) or from the City or County Clerk (cereal malt beverages) in which the event shall occur. Contractor agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.

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- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. 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.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)

SHAWNEE COUNTY
PARKS + RECREATION

COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS



Tim L. Laurent, Director

William D. Riphahn, Chair

Date: 2/18/20

Date: _____

PARKS FOR ALL FOUNDATION

ATTEST:

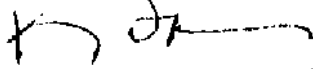


Angel Zimmerman, Chair

Cynthia A. Beck, Shawnee County Clerk

Date: 2/12/2020

CONTRACTOR
BlueJacket Crossing Vineyard & Winery LLC



Kandaya Selvan

Address: 1969 North 1250th Road

City/Zip: Eudora, KS 66025

Date: 2.10.20

Approved as to Legality
and Form: Date 2-18-20

ASST. CO. COUNSELOR

SHAWNEE COUNTY CONTRACT NO. C 100 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (County), the PARKS FOR ALL FOUNDATION (Foundation) and CROOKED POST WINERY, LLC (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

As a selected vendor, Contractor shall provide wine samples for ticket holders at the event during requested hours.

This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the Foundation agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

Contractor shall be responsible for all expenses incurred while performing under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent Contractor, not a County or Foundation employee. Contractor's employees or contract personnel are not County or Foundation employees. Contractor, Foundation and County agree to the following rights consistent with an independent Contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County or Foundation premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
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- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County and/or Foundation shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County or Foundation in the skills necessary to perform the services required by this Agreement.
- h. County or Foundation shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

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- k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County or Foundation for all payments received.

4. **INDEMNIFICATION AND HOLD HARMLESS**

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5. INSURANCE

Neither the County nor the Foundation shall 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 or Foundation 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 personal property to which Contractor holds title.

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Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County or Foundation have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, neither the County or Foundation shall agree to pay attorney fees and late payment charges; no provisions shall be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

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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.

12. SPECIAL PERMISSIONS

By signing below, the Director of Parks + Recreation gives written approval for alcohol sales, service, and consumption at the facility or premises pursuant to Shawnee County Home Rule Resolution 2019 - 1. Contractor agrees to be responsible for compliance with all alcoholic liquor and/or cereal malt beverage laws of the State of Kansas. **Contractor understands and agrees that this contract and any Resolution temporarily exempting County property are not a license to sell alcohol and/or cereal malt beverages. Such licenses must be obtained separately from the State of Kansas (liquor) or from the City or County Clerk (cereal malt beverages) in which the event shall occur. Contractor agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.**

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- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
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- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)



**SHAWNEE COUNTY
PARKS + RECREATION**

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

T. L. Laurent
Tim L. Laurent, Director

William D. Riphahn, Chair

Date: 2/24/20

Date: _____

PARKS FOR ALL FOUNDATION

ATTEST:

Angel Zimmerman
Angel Zimmerman, Chair

Cynthia A. Beck, Shawnee County Clerk

Date: 2/24/2020

CONTRACTOR - Crooked Post Winery, LLC

Lori Henderson
Lori Henderson

Address: 10251 130th Street

City/Zip: Valley Falls, KS 66088

Date: 2/10/2020

Approved as to Legality
and Form: Date 2/20/20
[Signature]
ASST. CO. COUNSELOR

SHAWNEE COUNTY CONTRACT NO. C 101 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS** (County), the **PARKS FOR ALL FOUNDATION** (Foundation) and **GLACIERS EDGE WINERY** (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

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This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the **Foundation** agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

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- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. 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.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)

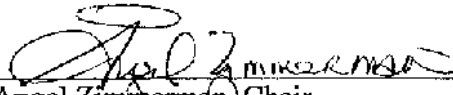
**SHAWNEE COUNTY
PARKS + RECREATION**



Tim L. Laurent, Director

Date: 2/18/20

PARKS FOR ALL FOUNDATION



Angel Zimmerman, Chair

Date: 2/18/2020

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

William D. Riphahn, Chair

Date: _____

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

CONTRACTOR - Glaciers Edge Winery

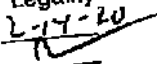


Mike Steinert

Address: 1636 SE 85th

City/Zip: Wakarusa, KS 66546

Date: 02/03/2020

Approved as to Legality
and Form: Date 2-17-20


ASST. CO. COUNSELOR

SHAWNEE COUNTY CONTRACT NO. C 102 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS** (County), the **PARKS FOR ALL FOUNDATION** (Foundation) and **HAVEN POINTE WINERY LLC** (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

As a selected vendor, Contractor shall provide wine samples for ticket holders at the event during requested hours.

This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the **Foundation** agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

Contractor shall be responsible for all expenses incurred while performing under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor shall save, hold harmless, and indemnify the County and Foundation, their officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

Neither the County nor the Foundation shall 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 or Foundation 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 personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County and Foundation all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County and Foundation during the term of this Agreement.

7. 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 Shawnee County Financial Administrator, sufficient funds are not appropriated to continue the function performed in this agreement or to fund any obligation of the County for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. In such event, County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current 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.

8. 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 or Foundation. Parties to this contract understand that subsections (b) through (e) of this paragraph are not applicable to a Contractor who employs fewer than four employees or whose contract with the County or Foundation totals \$5,000 or less during this fiscal year.

9. 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 and the Shawnee County Parks and Recreation Foundation.

10. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County or Foundation have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, neither the County or Foundation shall agree to pay attorney fees and late payment charges; no provisions shall be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. 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.

12. SPECIAL PERMISSIONS

By signing below, the Director of Parks + Recreation gives written approval for alcohol sales, service, and consumption at the facility or premises pursuant to Shawnee County Home Rule Resolution 2019 - 1. Contractor agrees to be responsible for compliance with all alcoholic liquor and/or cereal malt beverage laws of the State of Kansas. **Contractor understands and agrees that this contract and any Resolution temporarily exempting County property are not a license to sell alcohol and/or cereal malt beverages. Such licenses must be obtained separately from the State of Kansas (liquor) or from the City or County Clerk (cereal malt beverages) in which the event shall occur. Contractor agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.**

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by any party by giving the other parties written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated and such compensation shall be pursuant to the terms of this Agreement.

Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

14. 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.

15. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be entered into in Shawnee County, Kansas, and shall be construed and interpreted according to the law of the State of Kansas.
- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. 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.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)

**SHAWNEE COUNTY
PARKS + RECREATION**



Tim L. Laurent, Director

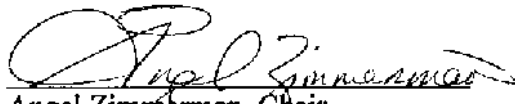
Date: 2/18/20

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

William D. Riphahn, Chair

Date: _____

PARKS FOR ALL FOUNDATION



Angel Zimmerman, Chair

Date: 2/18/2020

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

**CONTRACTOR
Haven Pointe Winery LLC**

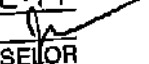


G. Thomas Holland II

Address: 961 East 1600th Road

City/Zip: Baldwin City, KS 66006

Date: Feb. 5th, 2020

Approved as to Legality
and Form: Date 2-14-20


ASST. CO. COUNSELOR

11

SHAWNEE COUNTY CONTRACT NO. C 103 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS** (County), the **PARKS FOR ALL FOUNDATION** (Foundation) and **HOLY FIELD VINEYARD AND WINERY, LLC** (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

As a selected vendor, Contractor shall provide wine samples for ticket holders at the event during requested hours.

This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the **Foundation** agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

Contractor shall be responsible for all expenses incurred while performing under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent Contractor, not a County or Foundation employee. Contractor's employees or contract personnel are not County or Foundation employees. Contractor, Foundation and County agree to the following rights consistent with an independent Contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County or Foundation premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County and/or Foundation shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County or Foundation in the skills necessary to perform the services required by this Agreement.
- h. County or Foundation shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County or Foundation and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Foundation, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. Contractor must provide Federal Tax or Social Security Number on required Form W-9.
- k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County or Foundation for all payments received.

4. **INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall save, hold harmless, and indemnify the County and Foundation, their officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

Neither the County nor the Foundation shall 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 or Foundation 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 personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County and Foundation all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County and Foundation during the term of this Agreement.

7. 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 Shawnee County Financial Administrator, sufficient funds are not appropriated to continue the function performed in this agreement or to fund any obligation of the County for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. In such event, County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current 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.

8. 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

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9. 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 and the Shawnee County Parks and Recreation Foundation.

10. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County or Foundation have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, neither the County or Foundation shall agree to pay attorney fees and late payment charges; no provisions shall be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. 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.

12. SPECIAL PERMISSIONS

By signing below, the Director of Parks + Recreation gives written approval for alcohol sales, service, and consumption at the facility or premises pursuant to Shawnee County Home Rule Resolution 2019 - 1. Contractor agrees to be responsible for compliance with all alcoholic liquor and/or cereal malt beverage laws of the State of Kansas. **Contractor understands and agrees that this contract and any Resolution temporarily exempting County property are not a license to sell alcohol and/or cereal malt beverages. Such licenses must be obtained separately from the State of Kansas (liquor) or from the City or County Clerk (cereal malt beverages) in which the event shall occur. Contractor agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.**

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by any party by giving the other parties written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated and such compensation shall be pursuant to the terms of this Agreement.

Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

14. 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.

15. MISCELLANEOUS PROVISIONS

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- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. 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.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)

**SHAWNEE COUNTY
PARKS + RECREATION**



Tim L. Laurent, Director

Date: 2/18/20

PARKS FOR ALL FOUNDATION


Angel Zimmerman, Chair


Date: 2/18/2020

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

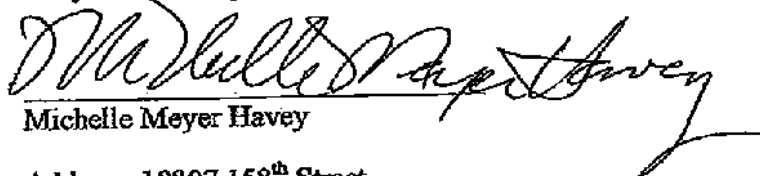

William D. Riphahn, Chair

Date: _____

ATTEST:


Cynthia A. Beck, Shawnee County Clerk

**CONTRACTOR
Holy Field Vineyard and Winery, LLC**

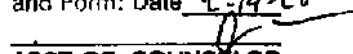

Michelle Meyer Havey

Address: 18807 158th Street

City/Zip: Basehor, KS 66007

Date: 2-10-2020

Approved as to Legality
and Form: Date 2-14-20


ASST. CO. COUNSELOR

SHAWNEE COUNTY CONTRACT NO. C 104 -2020

**INDEPENDENT CONTRACTOR AGREEMENT FOR GOODS AND SERVICES
(PARKS FOR ALL FOUNDATION FUNDING)**

THIS AGREEMENT is between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (County), the PARKS FOR ALL FOUNDATION (Foundation) and PRAIRIE FIRE WINERY LLC (Contractor).

1. GOODS AND SERVICES TO BE PROVIDED

Contractor agrees to provide the following goods and services for County and/or the Foundation:

As a selected vendor, Contractor shall provide wine samples for ticket holders at the event during requested hours.

This Agreement shall commence on April 9, 2020, and shall end on April 23, 2020, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the goods and services to be provided by Contractor, the **Foundation** agrees to pay Contractor as follows:

Task	Duties	Compensation
Be a registered vendor for the Tulips at Twilight Uncorked Event, Thursday, April 9, 2020, 6:30-8:30 pm. Approximately 350 tickets will be sold.	Vendor shall work with event organizer and provide wine tasting samples (ounce pours) to event ticket holders between 6:30-8:30 p.m. only. Vendor may sell unopened bottled wine from 6:30 p.m. until 9:00 p.m. to ticket holders. Vendor must provide tent, setup and takedown. Two tables (2), electricity and refuse service provided onsite by Shawnee County Parks + Recreation.	\$250.00 paid after submission of invoice by Parks For All Foundation.

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3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent Contractor, not a County or Foundation employee. Contractor's employees or contract personnel are not County or Foundation employees. Contractor, Foundation and County agree to the following rights consistent with an independent Contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County or Foundation premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County and/or Foundation shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County or Foundation in the skills necessary to perform the services required by this Agreement.
- h. County or Foundation shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County or Foundation and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County or Foundation, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. Contractor must provide Federal Tax or Social Security Number on required Form W-9.
- k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County or Foundation for all payments received.

4. **INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall save, hold harmless, and indemnify the County and Foundation, their officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

Neither the County nor the Foundation shall 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 or Foundation 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 personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County and Foundation all rights to all products (except alcohol), reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County and Foundation during the term of this Agreement.

7. 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 Shawnee County Financial Administrator, sufficient funds are not appropriated to continue the function performed in this agreement or to fund any obligation of the County for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. In such event, County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current 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.

8. 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 or Foundation. Parties to this contract understand that subsections (b) through (e) of this paragraph are not applicable to a Contractor who employs fewer than four employees or whose contract with the County or Foundation totals \$5,000 or less during this fiscal year.

9. 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 and the Shawnee County Parks and Recreation Foundation.

10. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County or Foundation have agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, neither the County or Foundation shall agree to pay attorney fees and late payment charges; no provisions shall be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. 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.

12. SPECIAL PERMISSIONS

By signing below, the Director of Parks + Recreation gives written approval for alcohol sales, service, and consumption at the facility or premises pursuant to Shawnee County Home Rule Resolution 2019 - 1. Contractor agrees to be responsible for compliance with all alcoholic liquor and/or cereal malt beverage laws of the State of Kansas. **Contractor understands and agrees that this contract and any Resolution temporarily exempting County property are not a license to sell alcohol and/or cereal malt beverages. Such licenses must be obtained separately from the State of Kansas (liquor) or from the City or County Clerk (cereal malt beverages) in which the event shall occur.** Contractor agrees to be responsible for insuring that any sales/serving of alcohol or cereal malt beverages are conducted by a properly licensed person or entity.

13. TERMINATION OF AGREEMENT

This Agreement may be terminated by any party by giving the other parties written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated and such compensation shall be pursuant to the terms of this Agreement. Notice shall be

deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

14. 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.


15. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be entered into in Shawnee County, Kansas, and shall be construed and interpreted according to the law of the State of Kansas.
- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.
- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. 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.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County, Foundation and Contractor.

IN WITNESS WHEREOF, County, Foundation and Contractor have executed this Agreement.

(Signature Page Follows)

**FOUNDATION
PARKS FOR ALL FOUNDATION**


Angel Zimmerman, Chair

Date: 2/24/2020

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

William D. Riphahn, Chair

Date: _____

ATTEST:

**SHAWNEE COUNTY
PARKS + RECREATION**


Tim L. Laurent, Director

Date: 2/24/20

Cynthia A. Beck, Shawnee County Clerk

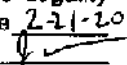
**CONTRACTOR -
Prairie Fire Winery LLC**



Bob DesRuisseaux

Address: 20250B Hudson Ranch Road
Paxico, KS 66609

Date: 2/19/2020

Approved as to Legality
and Form: Date 2-21-20

ASST. CO. COUNSELOR

F1



Shawnee County Department of Public Works

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2867
785-251-6101 FAX 785-251-4820

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

MEMORANDUM

Date: March 4, 2020

To: Board of County Commissioners

From: for Curt F. Niehaus, P.E. *Thomas J. Hamilton*
Director of Public Works

Re: Professional Design Service Contract
NW Glick Road Bridge over Ensign Creek / OSN 065
Project No. S-121051.00

Presented for your consideration and approval is a negotiated Professional Service Contract with Finney & Turnipseed Transportation & Civil Engineering LLC, Topeka, Kansas to prepare bidding plans and documents, conduct geological investigation and provide construction engineering services as necessary for the replacement of the NW Glick Road Bridge over Ensign Creek / OSN 065.

This professional service contract agreement is for the following:

ITEM	Contract Type	Amount
Design Services, including	Lump Sum	\$38,500.00
Geotechnical Report	Lump Sum	\$5,400.00
Construction Engineering Services	Lump Sum	\$51,000.00

Funding Source: 2017 – 2031 Countywide ½ cent Sales Tax funds.

It is the recommendation of the Shawnee County Department of Public Works that this contract be approved and executed the Board of County Commissioners.

Attachments

**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 & Civil Engineering, L.L.C. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on Project No. S-121051.00, NW Glick Road Bridge over Ensign Creek / OSN 065. These services include providing engineering design services, geological investigation services, bidding plans and documents, cost estimates, right-of-way plans and documents, property ownership research and certificates of title, utility plans and coordination, and construction engineering services for the replacement of NW Glick Road Bridge over Ensign Creek / OSN 065 (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, KDOT Road Design Criteria and KDOT Standard Specifications for State Road and Bridge Construction, 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 10th 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

Contract No. _____
Project No. S-121051.00

relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

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, L.L.C. _____

By: *[Signature]*
Principal

Approved as to Legality
and Form: Date 3-4-20
[Signature]
ASST. CO. COUNSELOR

Attachment To
Shawnee County Contract C _____

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 _____, 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.
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.

VENDOR/CONTRACTOR:

C. A. Mattox
By: Craig A. Mattox P.E., P.L.S.

Principal
Title:

3/3/2020
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-121051.00: NW Glick Road Bridge over Ensign Creek / OSN 065

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

Shawnee County Project No. S-121051.00
Replacement of the existing NW Glick Road Bridge over Ensign Creek /-OSN 065

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 appraisal and acquisition of right-of-way. To research property ownership and acquire certificates of title to verify ownership. To stake right-of-way limits for appraisal. 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 and prepare a geotechnical engineering report of findings for the bridge foundation.
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 file plans to the County.
17. To furnish all plans, specifications and contract documents for bidding purposes for 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 20, 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-121051.00; NW Glick Road Bridge over Ensign Creek /OSN 065

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services – except No. 12 as described in Attachment A, a Lump Sum Fee in the amount of Thirty-Eight Thousand Five Hundred dollars (\$38,500.00). For Basic services – Design, Item No. 12 as described in Attachment A, a fee in the amount not to exceed Four Thousand Six Hundred dollars (\$5,400.00). 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 Fifty-One Thousand dollars (\$51,000.00). 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-121051.00: NW Glick Road Bridge over Ensign Creek /OSN 065

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. C105-2020
Project No. S-121051.00

**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-121051.00: NW Glick Road Bridge over Ensign Creek /OSN 065

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-121051.00: NW Glick Road Bridge over Ensign Creek /OSN 065

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. Concept Plans, Field Survey, Cost Estimates - Engineer will complete concept plans, field survey and cost estimates 60 calendar days after the Notice to Proceed is given by Owner.
 - b. Field Check Plans and Cost Estimate - Engineer will submit Field Check drawings and Cost Estimate 90 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 10 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Utility plans to each affected utility within 10 calendar days after Notice to Resume Work is given by Owner following Field Check.
 - e. Office Check Plans and Cost Estimate - Engineer will submit office check drawings, specifications and Cost Estimate within 90 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - f. Final Plans, Bidding Documents and Cost Estimate - Engineer will submit Final Plans, Bidding Documents and Cost Estimate within 30 calendar days after the Notice to Resume Work is given by Owner following Office Check.



SHAWNEE COUNTY
DEPARTMENT of PUBLIC WORKS

1515 N.W. SALINE STREET • SUITE 200 • TOPEKA, KANSAS 66618-2887
785-251-6101 FAX 785-251-4920

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

F
2.

MEMORANDUM

Date: March 2, 2020

To: Board of County Commissioners

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

Re: Approval of Request to emergency purchase a wet-well pump at a cost of
\$29,553.00, including freight.
Sherwood Regional Wastewater Treatment Plant

The Shawnee County Department of Public Works (SCDPW) is requesting approval to emergency purchase a wet-well pump for use at the Sherwood Regional Wastewater Treatment Plant.

There are a total of four submerged wet-well pumps in use at the Sherwood treatment plant. These pumps are used to raise the waste water from the wet-well up to the treatment plant's "head works" where treatment of the waste begins.

Attached is a local vendor quotation and a signed Emergency Purchase Form approved by the Audit-Finance Director. Lead time for delivery is approximately 13-15 weeks.

Costs to replace the pump total \$29,553.00, which includes freight.

Funding for this purchase will come from the 100% user fee funded Sherwood Regional Treatment System Fund Account (2690).

Thank you for considering this request.

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 \$ \$29,553.00 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: Topeka Electric Motor Repairs, Inc.

Address: 605 SW Lane St.
Topeka, KS 66606

1. Description of Material or Service:

Replacement of one of four wet-well pumps at the Sherwood Wastewater Treatment Plant. These pumps are used to raise the waste flow from the incoming well up to the treatment plant's head works. Lead time on the pump is 13 to 15 weeks.

The existing pump cannot be repaired.

After this replacement, only one pump will remain from the plant's original construction.

DEPARTMENT USE ONLY

Department Name: Public Works Telephone: 251-6077

Agency Approval: Curt Nishaus, Director *Curt Nishaus* Date: 3-3-20

(Signature and Title)

AUDIT-FINANCE PURCHASING USE ONLY

Approved by: *Betty J. Giv*
(ADMINISTRATOR, AUDIT-FINANCE)

Date 3/4/2020

(Revised 2/12/14)

Topeka Electric Motor Repair, Inc.

605 SW Lane
Topeka, KS 66606

Estimate

Date	Estimate #
2/28/2020	ABS022820SM

Name / Address
Shawnee County Public Works 1515 NW Saline, Suite 200 Topeka, KS 66608 Attn: Jeff Hunt

			Project
Description	Qty	Cost	Total
The ABS pump brought to us is not repairable. The replacement pump we are quoting is a Sulzer/ABS model XFP206J-CB2 (340 mm) PE 350/6FX-8" discharge (wet pit application) with cooling jacket, 460/3/60, 47 hp, 1180 rpm, 49' power/control cord. 13-15 week lead time. The price is not to exceed \$29,553 including shipping.		29,553.00	29,553.00
		Subtotal	\$29,553.00
		Sales Tax (0.00)	\$0.00
		Total	\$29,553.00