

Board of Crawford County Commissioners

Commissioners' Journal

2017, [SIXTY-SEVENTH](#) MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS [Tuesday, September 5, 2017, 10:00 AM](#)

The Crawford County Board of Commissioners met pursuant to Kansas Statutes Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors.

Commissioner Carl Wood served as the presiding officer.

Commissioners Tom Moody and Jeff Murphy were in attendance.

County Clerk Don Pyle was seated with the Board.

Chairman Wood led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (17-312) of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

1. Approval of the [September 1, 2017](#) minutes of the Board of County Commissioners.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

The County Clerk presented the following motions for Commissioners' signatures:

Motion 17	306	That the consent agenda be approved including: Approval of the August 29, 2017 minutes
Motion 17	307	To approve the Restorative Justice Authority 11 th Judicial District Crawford County Reinvestment Grant through the Kansas Department of Corrections and authorize the Chairman to sign
Motion 17	308	To approve the August 2017 Clerk's Report as presented
Motion 17	309	To approve the cancellation of the 2017 Unclaimed Accounts Payable Checks

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Motion 17	310	To approve the purchase of the Landoll trailer for the Road & Bridge Department from KDOT for \$10,000
Motion 17	311	To approve an additional \$1,300 on the purchase of the Caterpillar 313 F Hydraulic Excavator

UNDER THE HEADING NEW BUSINESS

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH

MESSAGES FROM APPOINTED OFFICIALS

Item One: Ms. Rebecca Adamson, County Health officer regarding Early Detection Works Program Contract. Ms. Adamson stated that the grant is the same as previous years and that this is a no match grant in the amount of \$105,000. She explained the details of the grant to the Commissioners and stated that the monies provide a fulltime nurse and fulltime outreach coordinator for the program including wages and benefits. Ms. Adamson stated that the program provides free breast exams, mammograms and pap smear tests for women between 40 and 65 years of age who have no insurance and with income below the guidelines. She also said that if cancer is detected the programs help with some additional costs for health care.

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**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
CONTRACT
FOR
COORDINATION OF EARLY DETECTION WORKS PROVIDER SERVICES IN SOUTHEAST KANSAS**

1. Parties to Contract –

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. Crawford County Health Department (CCHD)

The Parties agree to the following terms and conditions:

2. Purpose of Contract – The purpose of this Contract is for CCHD to provide essential screening services, health education and promotion, and administrative duties within Southeast Kansas.
3. Term of Contract – The term of this Contract shall be effective beginning July 1, 2017 and shall terminate on June 29, 2018. Thereafter, this Contract may be renewed, unless terminated, for four (4) additional terms, until June 29, 2022, with deliverables and budgets renewed annually as funding is available. The Parties shall annually exchange on or before February 1, written communications attesting to the intention of each to continue the Contract for an additional twelve-month term.
4. Duties of CCHD –
 - 4.1. Serve as the regional representative in southeast Kansas for the KDHE Early Detection Works (EDW) program. The southeast region primarily focuses on the following counties: Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Montgomery, Morris, Neosho, Wilson and Woodson counties.
 - 4.2. Employ one full-time regional nurse, and one health education worker, each dedicating 100% of their time to manage the south east regional Early Detection Works Program [EDW] activities.
 - 4.3. Monitor the status of EDW women with abnormal screening results and contracted providers to ensure timely diagnostic services, referrals, and follow-up per EDW guidelines. Ensure that EDW women diagnosed with breast or cervical cancer receive timely referral to the Medicaid program.
 - 4.4. The health education worker will assist the regional nurse and the clinical nurse manager with the submission of quarterly reports of activities via the tracking system, non-medical record keeping, including collaborating with the Cancer Program public health educator to maintain a system for tracking promotional health education events, outcomes, and success stories.
 - 4.5. During enrollment assess EDW clientele and their household members for tobacco use status per current EDW protocol and refer them, accordingly, to the Kansas Tobacco Quitline, a statewide tobacco cessation program offered through KDHE. The Tobacco Quitline may be accessed at 1-800-Quit-Now (784-8669) or at KSQuit.org for free support, 7 days a week, 24 hours a day (with exception of major holidays).
 - 4.6. Provide population and evidence-based health education activities using policy, systems, and environmental approaches that will result in health systems change and community-clinical linkages at the regional and local levels. Provide assistance to local coalitions in the southeast region of Kansas.
 - 4.7. Work with KU School of Medicine-Wichita, Department of Preventive Medicine (KUSM-Wichita) to identify and provide cancer screening and prevention education to a minimum of one employer by May 31, 2018. Assist a minimum of one employer in the development of policies and/ or practices designed to increase cancer screening and healthy behaviors by June 29, 2018.

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- 4.8. Identify and train new primary clinics interested in direct on-site EDW enrollment, which includes training the providers on procedures that will increase referrals of all clinic patients for their recommended cancer screenings.
 - 4.9. Provide all data requests to the EDW Data Manager to ensure a system of surveillance, tracking and follow-up. Provide administrative functions for the EDW program, including enrollment of eligible women using the EDW data management system.
 - 4.10. Provide written notification to KDHE and/or EDW staff of changes in personnel. The written notification of the addition or removal of an employee shall be sent to KDHE within 72 hours after an employee is no longer employed by CCHD.
 - 4.11. Communicate any changes in provider information such as new ownership, address, contact information, phone numbers, work-related email addresses and other pertinent information to EDW billing, clinical and management staff in a timely manner.
 - 4.12. Hold as confidential all personal information obtained or received from EDW enrollees under this Contract. Submit a signed EDW confidentiality statement for each CCHD staff member prior to each individual receiving an individual log-in and password for the EDW data system.
 - 4.13. Review payment requests per CDC performance standards, screening guidelines, and quality standards weekly, at a minimum.
 - 4.14. Review pending data system reports including enrollment summary, missing encounters, pending approvals and recent abnormal's at least monthly for quality assurance and provide all data requested by EDW to meet the CDC's required Minimum Data Elements within (7) days of the initial request.
 - 4.15. Provide a line of communication with contracted providers and clinical staff on all aspects of the EDW program. Notify the nurse clinician/manager for technical assistance as needed.
 - 4.16. Participate in all EDW sponsored calls, meetings, trainings, and evaluation activities to detail progress in meeting contract objectives, local health agency concerns and needs, significant achievements, community/agency networking, pertinent client case examples, special results of program interventions, changes or additions to local policies/procedures, client success stories and other information related to contract deliverables. Provide assistance with EDW and funder reports, including logic models, work plans, and strategic planning as necessary.
5. Duties of KDHE –
- 5.1. Provide orientation, technical assistance, training, educational opportunities and support to CCHD staff contracted with EDW as needed.
 - 5.2. Remit payment upon receipt and approval of Affidavit of Expenditures within thirty (30) days.
6. Compensation –
- 6.1. The direct cost for this contract is \$130,000, as itemized in the attached budget, Appendix C. The payment source will be the Cancer Prevention & Control Grant DP17-1701; CFDA# 93.898.
 - 6.2. The total consideration paid by KDHE to CCHD for direct cost shall not exceed \$130,000 and shall be limited to allowable expenses submitted in the quarterly affidavits, approved by KDHE, upon receipt and approval of quarterly affidavits of expenditures. The final affidavit of expenditures for each annual budget will be due no later than August 10 annually for the term of this Contract.
7. Miscellaneous Terms and Conditions –
- 7.1. This Contract is contingent upon the availability of state or federal funds.

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- 7.2. Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Non-Debarment Certification), and Appendix C (CCHD Itemized Budget), are hereby incorporated in this Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.
- 7.3. Amendments. This Contract may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Contract.
- 7.4. Termination. This Contract may be terminated by either Party upon providing written notice to the other party at least thirty (30) days in advance of the effective date of termination. If this Contract is terminated, CCHD will be paid for those fees earned and costs incurred prior to the date of termination.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Contract and have executed it as of the date shown below.

Kansas Department of Health and Environment

Crawford County Health Department

By:

By:

Susan Mosier, MD, MBA, FACS
Secretary and State Health Officer

Rebecca Adamson, APRN-C, FNP, MSN
Health Officer/Health Department Director

Date

Date
Chair, Crawford County Commission

By:

Carl R. Wood

9-5-17
Date

Board of Crawford County Commissioners

Appendix A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COORDINATION OF EARLY DETECTION WORKS PROVIDER SERVICES IN SOUTHEAST KANSAS

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APPENDIX B COMPLIANCE WITH THE "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, encouraging employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandated a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". 41 U.S.C. 4712 has been amended, enacting a permanent extension of the pilot program.

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", as amended, and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at www.sam.gov; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

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Appendix C – CCHD Itemized Budget

<u>Description</u>	Participants	Cost	Quantity	Total cost
<u>Salary & Fringe</u>				
Regional Nurse Case Manager				\$48,629.58
Health Education Worker				\$29,257.65
Fringe				\$38,366.78
Subtotal				\$116,254.00
<u>Travel</u>				
In-state travel		(1,200 X.58/mile)		\$696
Regional/State travel lodging				\$1,360.00
Regional/State Per Diem				\$1,600.00
Subtotal				\$3,656.00
<u>Out-of-state travel</u>				
		Conference Room		\$0
		Airfare		\$0
		Hotel/National (\$150 x 3 nights)		\$450
		National/Per Diem (\$75/day X 4/days)		\$300
Subtotal				\$750.00
<u>Supplies</u>				
Office Supplies	Case Manager			\$3,690.00
Computers	& Health Ed.			\$1,000.00
Fax/Copier/Print/Scanner	Worker			\$3,000
Subtotal				\$7,690.00
<u>Other</u>				
Telephone				\$1,200.00
Postage				\$200
Technology/Support				\$250
Subtotal				\$1,650.00
Direct Cost				\$130,000.00
Total Cost				\$130,000.00

On motion (17-313) of Commissioner Moody and the second of Commissioner Murphy to approve the Kansas Department of Health & Environment Contract for Coordination of Early Detection Works Provider Services in Southeast Kansas and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

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The motion prevailed.

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES MESSAGES FROM ELECTED OFFICIALS PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS

Item One: Commissioner Murphy addressed road striping. He stated that he would like to have Gooding Road striped and he has spoken to Mr. Mike Peak. The Commissioners discussed Gooding Road and how many miles belonged to the City of Frontenac and how many miles belonged to the County. Mr. Pyle pulled up the map and it was decided that the 1st mile west of Highway 69 belongs to Frontenac, the 2nd mile is ½ Frontenac and ½ County and the rest belongs to the County. Mr. Moody stated he will contact the City of Frontenac about assistance with the striping. Mr. Murphy stated that the cost for outside striping is 40 gallons per mile at \$15.97 a gallon. Mr. Wood stated that he has contacted the City of Pittsburg and the County will split with Pittsburg on 1 mile of striping on Free King Highway. Mr. Murphy had a list of other roads that Mr. Peak suggested striping. The Commissioners decided to have Gooding Road striped and Mr. Moody will check with his Road Foreman for a list of roads he suggests striping. Mr. Murphy stated he will contact Mr. Peak and have him attend the Commission Meeting on Friday. Mr. Murphy stated he liked the smoke seal on the Freeto road. It was also discussed that the crews still have the courthouse parking lot and Homer Cole Center parking lot to pave.

MESSAGES FROM THE PUBLIC

Item One: Mr. Mike Williams, Pro Energy Solutions addressed the Commissioners. He handed out natural gas cost savings analysis for the Courthouse, County Garage, Jail and Judicial Center. Mr. Williams explained the analysis and the savings by purchasing natural gas from his company versus KGS. He informed the Commissioners of some private businesses and public entities his company currently has contracts with. Mr. Williams will leave the contract and the Commissioners will have Mr. Emerson review it.

NEW BUSINESS continued.

Item Two: Mr. Wood stated that he is gathering information on a new copier for the Appraiser's Office.

Item Three: The Commissioners discussed the status of the Landoll trailer being purchased from KDOT.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Pyle spoke about the new County Logo and stated that he spoke to a representative from Pitt Craft Printing about development of a store front for offices purchasing different items with the County Logo on it. Mr. Pyle will keep the Commissioners updated on this issue.

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Item Two: Mr. Murphy addressed the Centennial Bridge project. The Commissioners discussed the inspection sheet and where the project was at.

Item Three: Mr. Wood stated that he is going to create a spreadsheet on the Equipment Reserve fund.

Item Four: Mr. Wood discussed the fuel pumps at the barn and there was a discussion of the advantages and disadvantages of having our own fuel pumps.

EXECUTIVE SESSION

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

Item One: September 8, 2017 – Approval of the Fire District Number One, Fire District Number Two, Fire District Number Three and Fire District Number Four of Crawford County FY 2018 budgets.

ANNOUNCEMENTS:

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Moody and the second of Commissioner Wood to adjourn the [September 5, 2017](#) meeting of the Board of Crawford County Commissioners at 11:02 AM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners.

Don Pyle
County Clerk

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This submission completed at the Crawford County Courthouse in Girard.

[Taken BKW 9/5/17 11:02 AM/amended BKW 9/7/17 2:00 PM](#)