



RENO COUNTY  
206 West First Avenue  
Hutchinson, Kansas 67501-5245  
(620) 694-2929  
Fax (620) 694-2928  
TDD (800) 766-3777

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TO: ALL INTERESTED PARTIES  
FROM: BOARD OF COMMISSIONERS  
RE: NOTICE OF MEETINGS  
DATE March 24, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, March 29, 2016, in Commission Chambers to hold their Agenda Session.

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**AGENDA SESSION**  
**RENO COUNTY COMMISSION**  
**COMMISSION CHAMBERS OF COURTHOUSE**  
**Tuesday, March 29, 2016**  
**9:00 A.M.**

1. Roll Call

Deming \_\_\_\_\_ Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_

2. Pledge of Allegiance to the American Flag and Prayer

3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)

4. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.

5. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.

a. Vouchers (bills or payments owed by the county or related taxing units) totaling \_\_\_\_\_.

Motion for consent agenda items: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

6. Consider for approval a service agreement with Wichita State University to assist in developing a separate non-profit organization for the Drug Court Program for a fee of \$5,700. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

7. Consider for approval a contract with The Center for Learning Tree Institute for Drug Court data collection and reporting at an annual cost of \$23,216 for a three year period. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

8. Consider for approval the purchase of three (3) – 15' Flex Wing Mowers for a total amount of \$43,215.00 from Sellers Equipment, Wichita, KS. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

9. Consider for approval the purchase of one (1) – 10' Flex Wing Mower in the amount of \$12,384.00 from Wichita Tractor, Hutchinson, KS. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

10. Consider for approval appointing District Attorney Keith Schroeder as Special Prosecutor pursuant to K.S.A. 19-101d for the purpose of prosecuting violations of Reno County Code or Resolution violations in District Court. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

11. Consider for approval and agreement with Horizons Mental Health Center for behavioral health services at the Reno County Correctional Facility and a subsequent Business Associate agreement. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

12. Consider a resolution pertaining to open burning and establishing requirements, restrictions and prohibited acts with respect thereto; and rescinding Resolution No. 2011-43. DI

13. Discussion of items added to the agenda

14. Adjournment

*Items listed on the agenda as "DI" (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as "AI" (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.*



**AGENDA REQUEST**

**PROPOSED AGENDA ITEM:** Contract with Wichita State University for Drug Court Consultations

**PRESENTED BY:** Randy Regehr

**RECOMMENDED ACTION:** Approval of the Contract

**BACKGROUND/DISCUSSION DATE:** \_\_\_\_\_

**PROPOSED AGENDA DATE:** March 29, 2016

**FINANCIAL CONSIDERATIONS:**

Cost: \$5,700.00 Funding Source: Is it budgeted? Yes

Fund/Dept.: 060 Effective Date: \_\_\_\_\_

Revenue: \_\_\_\_\_

Grant Amount: \_\_\_\_\_ Local Match: \_\_\_\_\_

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? Yes

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?**  
If Yes, please explain: \_\_\_\_\_

**The contract outlines the services WSU will provide to assist in developing a separate non-profit organization to fund the Drug Court program.**

**OTHER:**

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? \_\_\_\_\_

## **SERVICE AGREEMENT**

**THIS AGREEMENT** is by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas, on behalf of its Community Engagement Institute, 1845 Fairmount, Wichita, KS 67260-0007 (hereinafter "WSU"), and RENO COUNTY , 206 W. 1<sup>st</sup> Avenue, Hutchinson, KS 67501 (hereinafter "CLIENT").

**WHEREAS**, the services to be performed under this Agreement are of mutual interest to WSU and CLIENT;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** WSU shall use reasonable efforts to perform the services described in the Statement of Work (hereinafter SOW), attached hereto and incorporated by reference as **Attachment A**. Reference to services in this Agreement shall be deemed to include any deliverables provided to CLIENT in connection with the SOW, including without limitation, reports, results, materials, products, and information.

2. **COMPENSATION:** For the services performed under Article 1 of this Agreement, CLIENT shall pay WSU FIVE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$5,700.00). Payments to WSU and inquiries relating to WSU invoices shall be directed to:

Community Engagement Institute  
Wichita State University  
1845 Fairmount, Box 201  
Wichita, KS 67260-0201

2.1. Invoices shall be sent to CLIENT quarterly for work performed. Compensation shall be paid within 30-days of receipt of invoices and in the amount specified on invoice(s).

2.2 Invoices shall be sent to:

CLIENT: Reno County Community Corrections  
Attn: Rita Blackburn  
Office Manager  
Address: 115 W 1<sup>st</sup> Avenue  
Hutchinson, KS 67501  
Phone: 620-259-8414  
Email: rita.blackburn@renogov.org

3. **TERM.** The term of this Agreement shall be for the period of January 1, 2016 through March 31, 2017 unless terminated earlier as provided in Article 4.

4. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination under this section, CLIENT shall remain responsible for payment to WSU for all services performed and costs incurred through the date of termination, including reimbursement to WSU of all non-cancellable commitments incurred as a result of this Agreement.

5. **DISCLAIMER OF WARRANTIES.** WSU makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the services performed or deliverables provided under this agreement and expressly disclaims warranties of merchantability or fitness for a particular purpose.

6. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** In no event shall either party's liability for breach of this Agreement include damages for work stoppage; lost data; or indirect, special or consequential damages of any kind, including lost profit. Except for each party's obligations under Article 4, Article 9.1, and Article 12 each party's liability to the other for breach of this Agreement shall not exceed an amount equal to the monetary consideration paid to WSU under this Agreement.

7. **USE OF WSU NAME OR LOGO.** CLIENT agrees not to use the name, logo, or any other marks owned by or associated with WSU or the name of any representative of WSU in any sales promotion work or advertising, or in any form of publicity, except as set forth in this Agreement or as authorized in writing by WSU in each instance. CLIENT may use the name of WSU in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. CLIENT may refer to WSU by name and reprint the WSU logo in any report or summary report prepared by CLIENT as it relates to the services provided by WSU to CLIENT.

8. **NOTICE OF OWNERSHIP.** All meeting notes, customized plans, and results of this planning/development project are the property of the CLIENT. Processes and support materials developed in service to the project by WSU are the property of WSU and will be owned by WSU.

**9. INDEMNIFICATION.**

9.1 Except as provided in Article 9.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party. WSU, its faculty members, students, administrators, employees, agents and authorized volunteers, are subject to the terms and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

9.2 CLIENT shall indemnify, defend, and hold harmless WSU, its faculty members, students, administrators, employees and authorized volunteers against any and all claims, or liabilities, including attorneys' fees and court costs, for any loss, damage, injury, or loss of life arising out of (i) use by CLIENT (or any third party acting on behalf of or under authorization from CLIENT) of services or any information, reports, deliverables, materials, products or other results of WSU's work under this Agreement or (ii) CLIENT'S infringement of a third party's intellectual property rights or CLIENT'S violation of any law, rule, or regulation in the provision of any materials to WSU.

## 10. SCHEDULING.

10.1 **Postponement:** If CLIENT postpones services, WSU reserves the right to charge CLIENT for any charges that may have been incurred and for lost revenue due to the postponement. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

10.2 **Cancellation:** If CLIENT cancels, WSU reserves the right to charge the CLIENT for any charges that may have been incurred. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

11. **COMPLIANCE:** CLIENT agrees that WSU may retain one archival copy of all documents from the project for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

## 12. GENERAL PROVISIONS.

12.1 **Amendment.** This Agreement shall be amended only in writing, which is duly executed by both parties to this Agreement.

12.2 **Assignment.** The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made shall be void.

12.3 **Force Majeure.** No party to this Agreement shall be responsible for any failure to perform as required by this Agreement, to the extent such failure to perform is caused due to circumstances reasonably beyond the party's control, such as labor disturbances or labor disputes of any kind, accidents, acts of government including but not limited to failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other cause beyond the control of such party.

12.4 **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (form DA-146a), **ATTACHMENT B**, are hereby incorporated and made a part of this agreement.

12.5 **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Kansas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts in Sedgwick County, Kansas.

12.6 **Relationship of Parties.** WSU and CLIENT are not (and nothing in this Agreement may be construed to constitute such parties as) partners, joint ventures, agents, representatives or employees of the other, nor is there any status or relationship between them other than that of independent contractors. Neither party has any responsibility nor liability for the actions of the other party except as specifically provided in this Agreement. Neither party has any right or authority to bind or obligate the other party in any manner or make any representation of warranty on behalf of the other party.

**12.7 Notices.**

12.7.1 Any notice or other official communication given under this Agreement shall be in writing and shall be deemed delivered when sent by certified first class mail, or registered mail, or overnight courier, or by facsimile or electronic mail.

12.7.2 This Agreement may be signed in two or more counterparts. Each counterpart is deemed an original and all counterparts together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement via facsimile transmission or other electronic means shall have the same force and effect as delivery with original signatures, and that each party may use facsimile signatures or signature via other electronic means as evidence of the execution and delivery of this Agreement to the same extent that original signatures could be used. Notices shall be delivered to the following:

If to WSU:	Wichita State University Attn: Research Contracts 1845 Fairmount Street Wichita, KS 67260-0007 Phone No.: 316-978-3285 Facsimile No.: 316-978-3750 Email: researchcontracts@wichita.edu	Copy to: Wichita State University Attn: Vice President and General Counsel 1845 Fairmount Street Wichita, KS 67260-0205 Phone No.: 316-978-6791 Facsimile No.: 316-978-3046
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If to CLIENT:	Reno County Community Corrections Attn: Libertee D. Thompson, LAC LMSW 115 W. 1 <sup>st</sup> Avenue Hutchinson, KS 67501 Phone No.: 620-665-7042
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12.9 **Severability.** The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

12.10 **Headings.** Article headings of this Agreement are for convenience of reference only.

12.11 **Survival.** Upon termination or expiration of this Agreement, Articles 2, 5, 6, 7, 8, 9 and 12 shall survive.

12.12 **Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, notwithstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.

IN WITNESS WHEREOF, the parties have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

**WICHITA STATE UNIVERSITY**

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

Name: John S. Tomblin

Title: Vice President for Research  
And Technology Transfer

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

**RENO COUNTY**

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

Name: Dam Deming

Title: County Commission Chairman

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

**ACKNOWLEDGEMENT:**

I, the undersigned, having read this Agreement, hereby agree to act in accordance with the terms of this Agreement.

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

Name: Dr. Scott Wituk

Title: Executive Director, Community Engagement Institute

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



**AGENDA REQUEST**

**AGENDA  
ITEM #7**

**PROPOSED AGENDA ITEM:** Contract with The Center for Learning Tree Institute for Drug Court data collection and reporting

**PRESENTED BY:** Randy Regehr

**RECOMMENDED ACTION:** Approval of the Contract

**BACKGROUND/DISCUSSION DATE:** \_\_\_\_\_

**PROPOSED AGENDA DATE:** March 29, 2016

**FINANCIAL CONSIDERATIONS:**

Cost: \$23,216.00 yearly for 3 years \_\_\_\_\_ Funding Source: Is it budgeted? Yes  
Fund/Dept.: 060 Effective Date: \_\_\_\_\_  
Revenue: \_\_\_\_\_  
Grant Amount: \_\_\_\_\_ Local Match: \_\_\_\_\_

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? Yes

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?  
If Yes, please explain:** \_\_\_\_\_

**OTHER:** **The contract outlines the services Greenbush / The Learning Tree will provide for Drug Court program data collection and reporting.**

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? \_\_\_\_\_

## **Memorandum of Agreement**

For external evaluation of the

### **Reno County Joint Adult Drug Court Project**

Reno County Kansas acting through its agency, Reno County Community Corrections and The Center for Learning Tree Institute enter into this agreement for an external evaluation of the Reno County Joint Adult Drug Court Project.

The Reno County Joint Adult Drug Court Project is funded by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) and the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), and designed to provide treatment services for justice-involved women and survivors of trauma in Reno County Kansas. Evaluation contributes to program improvements and to reporting required by the funding agencies.

The Center for Learning Tree Institute and Drug Court Coordinator will ensure required performance measures and project measures are collected, monitored, and reported. The evaluation will explore and report how disparities in access, services, use, and outcomes are enhanced through the project. Questions to be addressed and measured through the evaluation include:

- How many individuals were reached through the program?
- Are risky behaviors reduced through prevention education?
- Is the Drug Court identifying participants in need of trauma-focused therapy?
- Have interventions contributed to an increase in Drug Court graduation rates among all participants and among women?
- Have interventions contributed to a reduction in reported substance abuse?
- Does brief screening reduce the time between referral and entrance into Drug Court?
- Did completion of the Seeking Safety topics increase safety relationships, thinking, behavior, and emotion within each of the four content areas?
- Has Lifeskills training contributed to improved Phase III participant behavior from pre- to post-survey?
- Have there been population-based changes/improvements in measures of crime, and substance use treatment?
- What other programs may have contributed to population-based changes?
- Does participation in MAT contribute to compliance rates increase and the number of days abstinence?
- Did the project result in a strategic plan to provide best practices for trauma-informed care to be used with criminal justice agencies and others?
- How closely did implementation (as outlined in action plan) match the plan?
- What changes were made to the original plan to improve participant outcomes?

The Center for Learning Tree Institute will assist the Drug Court Coordinator in reviewing data, monitoring program implementation, and suggesting areas for improvement, if needed, and preparing semi-annual and annual progress reports. Process outcomes will be analyzed for improvements in daily operations and treatment services.

#### **A. Responsibilities in regards to evaluation are described as follows:**

**Reno County Kansas acting through its agency, Reno County Community Corrections agrees**

to:

- Implement and maintain systematic data collection to meet evaluation and reporting requirements
- Provide The Center for Learning Tree Institute with access to data and information required for federal reporting and for evaluation

**The Center for Learning Tree Institute agrees to:**

- Delineate data collection needs for the Reno County Joint Adult Drug Court Project evaluation and federal reporting
- Coordinate data collection with the Reno County Joint Adult Drug Court Coordinator or other personnel as designated by the Drug Court Coordinator
- Develop and provide Reno County Community Correction/Drug Court with data collection instruments, as needed, for the Reno County Joint Adult Drug Court Project evaluation and federal reporting
- Attend required 3-day grantee meetings held annually (per page 6 of grant announcement)
- Prepare and provide evaluation reports aligned with federal reporting requirements, including a semi-annual and annual Evaluation Report as a component of the Annual Performance Report

Communication between the parties may occur through email, phone, webinars, on-campus meetings, or other face-to-face meetings. Expansion of the scope or extent of responsibilities beyond the effort outlined in this section may be made only through mutual agreement by both parties.

## **B. Compensation and Payment**

The Center for Learning Tree Institute will provide evaluation services as specified in Section A for \$23,216.00 each year of the grant not to exceed \$69,648.00 for the life of the project. Invoices of \$11,608.00 will be provided in February and August of each year to Reno County Kansas acting through its agency, Reno county Community Corrections, made payable in two annual payments upon receipt.

## **C. Agreement Period**

This agreement shall be renewed on a yearly basis, based upon mutual agreement between the parties, through the three-year project beginning October 1, 2015 and ending September 30, 2018 unless either party provides written notification of termination within three weeks of the start date in any given year. In the event funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance and the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration is discontinued prior to the end of the agreement, the parties are under no obligation to continue the agreement.

## **D. Copyright**

Data, tables, or reports produced under this agreement will be the property of Reno County Kansas acting through its agency Reno County Community Corrections. The Center for Learning Tree Institute will not disseminate data, tables, or reports to anyone outside of Reno County Kansas acting through its agency Reno County Community Corrections without express permission from Reno County Kansas acting through its agency Reno County Community Corrections.

There will be joint ownership between Reno County Kansas through its agency Reno County Community

Corrections and The Center for Learning Tree Institute for all instruments developed for the purpose of evaluating the Reno County Joint Adult Drug Court Project. The tools may be used by either organization without seeking permission.

**E. Confidentiality**

The Center for Learning Tree Institute agrees not to disclose information about evaluation of the Joint Adult Drug Court Project without express permission from Reno County Kansas acting through its agency Reno County Community Corrections. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments. At no time will The Center for Learning Tree Institute reveal the identity of any person from or about whom data were collected for this project.

**F. Hard Copies of Data**

The Center for Learning Tree Institute agrees to retain any hard copies of data for up to three months after the end of this agreement. The Center for Learning Tree Institute agrees to retain electronic versions of data created through this agreement for up to three years. Should Reno County Kansas acting through its agency Reno County Community Corrections like to keep the hard copy data or receive an electronic copy of data collected, it is the responsibility of Reno County Kansas acting through its agency Reno County Community Corrections to contact The Center for Learning Tree Institute and retrieve the data prior to the end of the designated time period.

As duly authorized representatives of Reno County Kansas acting through its agency Reno County Community Corrections and The Center for Learning Tree Institute, the signatures below indicate agreement with the aforementioned provisions.

Reno County Kansas acting through its agency Reno County Community Corrections  
115 W. 1st Ave, Hutchinson KS 67501

Authorized Agent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dan Deming Title: Commission Chairman

The Center for Learning Tree Institute  
947 W Highway 47, Girard, KS 66743

Authorized Agent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dave DeMoss Title: Executive Director



**AGENDA REQUEST**

**AGENDA  
ITEM #8**

**PROPOSED AGENDA ITEM:** Consider for approval the purchase of three (3) - 15' Flex Wing Mowers for a total amount of \$43,215.00 from Sellers Equipment, Wichita, Kansas.

**PRESENTED BY:** David McComb

**RECOMMENDED ACTION:** Approval and Purchase

**BACKGROUND/DISCUSSION DATE:** Tuesday, March 29, 2016

**PROPOSED AGENDA DATE:** Tuesday, April 5, 2016

**FINANCIAL CONSIDERATIONS:**

Cost: \$43,215.00 Funding Source: Is it budgeted? Yes

Fund/Dept.: 007 Effective Date: n/a

Revenue: n/a

Grant Amount: n/a Local Match: n/a

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? n/a

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?  
If Yes, please explain: n/a**

**OTHER:** n/a

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? n/a

Three (3) 15' Flex Wing Mower  
 Receive Bids by 9:00 a.m., Monday, March 21, 2016  
 Award Bid Tuesday, March 29, 2016 @ 9:00 a.m.

	Agri Center 920 Wilbeck Drive South Hutchinson 67505 620-665-5241	PrairieLand Partners 1800 S. Lorraine Street Hutchinson 67501 620-662-8681	Sellers Equipment 1645 S. West Street Wichita 67213 316-943-9311	Straub Equipment 1100 Wilbeck Drive South Hutchinson 67505 620-662-0211	Wichita Tractor 6309 Pleasant View Drive Hutchinson 67501 620-665-6466
Year	2016	2016	2016	-	2016
Make	Rhino	Land Pride	Schulte	-	Land Pride
Model	4155	RCM5615	FX1800	-	RCM5615
Warranty				-	
Bid Price	\$16,502.00	\$14,750.00	\$14,405.00	-	\$14,467.00
Total Cash Price	\$49,506.00	\$44,250.00	\$43,215.00	-	\$43,401.00

RENO COUNTY PUBLIC WORKS

BID REQUEST FOR:  
THREE (3) 15' FLEX WING MOWERS

PLEASE PLACE BIDS IN A SEALED ENVELOPE CLEARLY MARKED:  
"15' FLEX WING MOWERS"

RETURN BID TO:  
RENO COUNTY PUBLIC WORKS  
ATTN: TINA MCCOMB  
600 SCOTT BLVD  
SOUTH HUTCHINSON, KS 67505  
ON OR BEFORE: Monday, March 21, 2016 @ 9:00 a.m.

These specifications are written with the intention of obtaining bids on like equipment. This equipment shall consist of a new current model (or new in stock model) each equipped with or exceeding the accompanying specification.

Reno County reserves the right to waive minor technicalities under this specification, and to reject any or all bids, and to accept the bid which, in its opinion, is in the best interest of Reno County.

The equipment shall meet the current Kansas Statute regarding size and weight.  
The equipment shall be delivered F.O.B. to the  
Reno County Public Works Facility at:  
600 Scott Blvd. South Hutchinson, Kansas.

If your bid is accepted, payment will be made on the County's next regular payment date after delivery and certification that specifications were met. Questions regarding this bid may be directed to Don Brittain, Public Works Superintendent at 620-694-2976.

15' Flex Wing Mower Price Each: \$ 14,405

Standard Warranty if additional cost: \$ \_\_\_\_\_

3 - 15' Flex Wing Mowers Total Price: \$ 43,215

NOTE: Please submit standard warranty with bid and list any additional warranties below:

Delivery Date: 30-45  
+70 Days from bid award

Company Name: Sellers Equipment Inc.

Company Representatives Email Address: gugler@sellersequipment.com

Company Representatives Printed Name: Benjamin K. Gugler

Signature:  Date: \_\_\_\_\_

**RENO COUNTY PUBLIC WORKS  
BID SPECIFICATION  
THREE (3) - 15' FLEX WING MOWERS**

Make: Schulte  
Model: FX-1800  
Year: 2016

On the line to the left please specify if the bid meets or exceeds the corresponding specification.

**HEVY DUTY MOWER FEATURES AND CAPABILITIES**

- A. Meet Cutting width 15' / 3-5' sections.
- B. Exceed Cutting height 2" - 12". 1.5" - 17.5"
- C. Exception 7 year box warranty minimum. 6 year gear box warranty
- D. Meet Rugged heavy built gearboxes.
- E. Meet Gearbox seal protection.
- F. Exceed 2 3/8" output gearbox shaft minimum with cv joint at tractor. 3" output shafts
- G. Meet Shield on wing gearboxes.
- H. Meet Self - leveling hitch.
- I. Meet Adjustable park jack angle.
- J. Meet Drivelines with 4 plate slip - clutches / Cat. 5
- K. Exceed 6" blade overlap. 6.5" Overlap
- L. Meet 3/16" stump jumper backed with a 1' thick mounting bar minimum.
- M. Meet Reinforced leading edge.
- N. Meet Collapsible 1" leveling rods minimum.
- O. N/A 10 gauge deck top minimum. Schulte uses a single domed deck design
- P. Meet 7 gauge deck bottom minimum.
- Q. Meet Replaceable side skirt.
- R. Meet Replaceable skid shoes.
- S. Meet Greasable heavy duty full length pins & hinges on wing mounting.
- T. Meet Wing transport lock.
- U. Meet Replaceable wheel spindles.
- V. Meet Laminated tires.
- W. Meet Wing cylinder must be able to raise, lower, and float.
- X. Exceed Wing capable of mowing 90 deg up and 20 deg down. 90° up + 25° Down
- Y. Meet Chain shields, front and rear.
- Z. Meet Spindle speed 1000 rpm with 1000 rpm PTO minimum.
- AA. Meet Parts book, operator's manual, technical manual to be furnished by dealer.
- BB. Meet Slow moving vehicle sign (SMV)

  
\_\_\_\_\_  
Signature: Public Works Superintendent

2-26-2016  
\_\_\_\_\_  
Date



**AGENDA REQUEST**

**AGENDA  
ITEM #9**

**PROPOSED AGENDA ITEM:** Consider for approval the purchase of one (1) - 10' Flex Wing Mower in the amount of \$12,384.00 from Wichita Tractor, Hutchinson, Kansas.

**PRESENTED BY:** David McComb

**RECOMMENDED ACTION:** Approval of Bid and Purchase

**BACKGROUND/DISCUSSION DATE:** Tuesday, March 29, 2016

**PROPOSED AGENDA DATE:** Tuesday, April 5, 2016

**FINANCIAL CONSIDERATIONS:**

Cost: \$12,384.00 Funding Source: Is it budgeted? Yes

Fund/Dept.: 007 Effective Date: n/a

Revenue: n/a

Grant Amount: n/a Local Match: n/a

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? n/a

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?  
If Yes, please explain: n/a**

**OTHER:** \_\_\_\_\_

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? \_\_\_\_\_

**One (1) 10' Flex Wing Mower**  
**Receive Bids by 9:00 a.m., Monday, March 21, 2016**  
**Award Bid Tuesday, March 29, 2016 @ 9:00 a.m.**

	Agri Center 920 Wilbeck Drive South Hutchinson 67505 620-665-5241	PrairieLand Partners 1800 S. Lorraine Street Hutchinson 67501 620-662-8681	Sellers Equipment 1645 S. West Street Wichita 67213 316-943-9311	Straub Equipment 1100 Wilbeck Drive South Hutchinson 67505 620-662-0211	Wichita Tractor 6309 Pleasant View Drive Hutchinson 67501 620-665-6466
<b>Year</b>	2016	2016	2016	-	2016
<b>Make</b>	Rhino	Land Pride	Schulte	-	Land Pride
<b>Model</b>	4105	RC5610	FX1200	-	RC5610
<b>Warranty</b>				-	
<b>Bid Price</b>	\$14,266.00	\$12,490.00	\$12,960.00	-	\$12,384.00
<b>Total Cash Price</b>	\$14,266.00	\$12,490.00	\$12,960.00	-	\$12,384.00

RENO COUNTY PUBLIC WORKS

BID REQUEST FOR:  
ONE (1) 10' FLEX WING MOWER

PLEASE PLACE BIDS IN A SEALED ENVELOPE CLEARLY MARKED:  
"10' FLEX WING MOWER"

RETURN BID TO:  
RENO COUNTY PUBLIC WORKS  
ATTN: TINA MCCOMB  
600 SCOTT BLVD  
SOUTH HUTCHINSON, KS 67505  
ON OR BEFORE: Monday, March 21, 2016 @ 9:00 a.m.

These specifications are written with the intention of obtaining bids on like equipment. This equipment shall consist of a new current model (or new in stock model) each equipped with or exceeding the accompanying specification.

Reno County reserves the right to waive minor technicalities under this specification, and to reject any or all bids, and to accept the bid which, in its opinion, is in the best interest of Reno County.

The equipment shall meet the current Kansas Statute regarding size and weight.  
The equipment shall be delivered F.O.B. to the  
Reno County Public Works Facility at:  
600 Scott Blvd. South Hutchinson, Kansas.

If your bid is accepted, payment will be made on the County's next regular payment date after delivery and certification that specifications were met. Questions regarding this bid may be directed to Don Brittain, Public Works Superintendent at 620-694-2976.

1 – 10' Flex Wing Mower: \$ 12,384  
Standard Warranty if additional cost: \$ \_\_\_\_\_  
1 – 10' Flex Wing Mower Total Price: \$ 12,384

NOTE: Please submit standard warranty with bid and list any additional warranties below:

\_\_\_\_\_

Delivery Date: May 25, 2016

Company Name: Wichita tractor company - Hutch

Company Representatives Email Address: math@wichitatractor.com

Company Representatives Printed Name: Math Nisly

Signature: [Signature] Date: 3/21

**RENO COUNTY PUBLIC WORKS  
 BID SPECIFICATION  
 ONE (1) - 10' FLEX WING MOWER**

**Make:** RC5610 Land Pride  
**Model:** RC5610  
**Year:** 16

On the line to the left please specify if the bid meets or exceeds the corresponding specification.

**HEVY DUTY MOWER FEATURES AND CAPABILITIES**

- A.  Cutting width 10'.
- B.  Cutting height 2" - 12".
- C.  7 year box warranty minimum.
- D.  Rugged heavy built gearboxes.
- E.  Gearbox seal protection.
- F.  2 3/8" output gearbox shaft minimum with cv joint at tractor.
- G.  Shield on wing gearbox.
- H.  Self - leveling hitch.
- I.  Adjustable park jack angle.
- J.  Drivelines with slip - clutches / Cat. 5
- K.  6" blade overlap.
- L.  3/16" stump jumper backed with a 1' thick mounting bar minimum.
- M.  Reinforced leading edge.
- N.  1" leveling rods minimum.
- O.  10 gauge deck top minimum.
- P.  7 gauge deck bottom minimum.
- Q.  Replaceable side skirt.
- R.  Replaceable skid shoes.
- S.  Heavy duty full length pins & hinges on wing mounting.
- T.  Wing transport lock.
- U.  Replaceable wheel spindles.
- V.  Laminated tires.
- W.  Wing cylinder must be able to raise, lower, and float.
- X.  Wing capable of mowing 90 deg up and 20 deg down.
- Y.  Chain shields, front and rear.
- Z.  Spindle speed 540 rpm with 540 rpm PTO.
- AA.  Parts book, operator's manual, technical manual to be furnished by dealer.
- BB.  Slow moving vehicle sign (SMV)

  
 \_\_\_\_\_  
 Signature: Public Works Superintendent

2-26-2016  
 \_\_\_\_\_  
 Date



## AGENDA

### ITEM #10

RENO COUNTY COMMISSION  
206 West First Avenue  
Hutchinson, Kansas 67501  
620-694-2929

---

March 29, 2016

Keith Schroeder  
Reno County District Attorney

Subject: Appointment as Special Prosecutor pursuant to K.S.A. 19-101d

Dear Keith:

This letter is to confirm that on March 29, 2016 the Board of County Commissioners appointed the District Attorney for the 27<sup>th</sup> Judicial District as the attorney for the purpose of prosecuting violations of Reno County Code or Resolution violations in District Court under circumstances where the penalty for violation is declared to be a misdemeanor potentially punishable by incarceration.

This appointment applies also to any members of your staff to whom you chose to delegate the responsibility.

While historically prosecutions of this nature have been rare, the Board appreciates your willingness to accept the appointment.

Sincerely,

---

Dan Deming, Chairman

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Reno County, Kansas, (“Reno County”) and Horizons Mental Health Center, Inc., a community mental health center and Kansas not-for-profit corporation (having its principal office at 1701 E. 23<sup>rd</sup> Avenue, Hutchinson, Kansas 67502) (“HMHC”).

WHEREAS, HMHC is a community mental health center that employs various employees with behavioral health training (and experience) to provide behavioral health and psychiatric services in and around the area of Hutchinson, Kansas;

WHEREAS, Reno County is in need of individuals with behavioral health experience and training for service at its Reno County Correctional Facility (hereinafter “the Facility”); and

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

1. Services Provided by HMHC. Services provided by HMHC shall be to provide a qualified workforce member to provide the following services to inmates at the Facility:

- A. Individual behavioral therapy;
- B. Group behavioral therapy;
- C. Mental Health Assessments for referral to Larned State Hospital if necessary;
- D. Competency to Stand Trial Evaluations;
- E. Communication between HMHC and medical/nursing staff at Facility regarding medications for existing HMHC patients, if necessary;

F. Communications with Reno County Community Corrections to manage referrals to HMHC from Reno County Community Corrections after release, if appropriate;

G. Provide triage services as needed to assess inmates to determine whether inmates meet medical necessity for behavioral health services during incarceration; and

H. Any other services pre-approved by HMHC and reduced to a writing signed by both Reno County and HMHC.

2. Qualifications. HMHC will ensure the identified workforce member providing services under this Agreement has passed the required pre-employment background checks, received the appropriate training, and ensure they provide the level of services hereunder in accordance with State licensure standards.

3. Limitations. HMHC shall ensure the services required are completed in a reasonably timely manner. However, nothing herein shall require HMHC and its workforce member to provide any of the identified services hereunder outside normal business hours which are defined as Monday-Friday 8AM-5PM.

4. Reno County's Obligations. It is contemplated by the parties that the Services of HMHC's workforce member will be provided at the Facility. Therefore, Reno County shall ensure the following is available to HMHC for its workforce member to provide the services required hereunder: reasonable office space, adequate space for storage of confidential medical records in a separate and secure location away from any other records of the Facility, office equipment, including but not limited to a computer with access to the applicable software systems necessary to document the services provided hereunder, a telephone for any required calls (including long distance service), and access to use of a copier, fax machine, scanner and

printer. Reno County shall be responsible to cover any expenses incurred by HMHC's workforce member in using any of the above office services and/or supplies, and shall agree to provide any other reasonable business supplies and software access as deemed reasonable and necessary for HMHC's workforce member to provide the Services required in this Agreement.

5. HIPAA Compliance. Nothing herein shall require HMHC to violate applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Privacy and Security Standards ("HIPAA"), as codified at 42 U.S.C. § 1320d, et al., and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations as contained in 45 C.F.R. 164 ("Federal Security Regulations), and the federal standards for electronic transactions contained in 45 CFR Sections 160 and 162 (all collectively referred to herein as "HIPAA Requirements"), and all incorporated herein by reference. The parties shall execute a separate HIPAA Business Associate Agreement, which shall be incorporated herein and shall be attached as an Exhibit to this Agreement.

6. Insurance. HMHC agrees that during the course of this Agreement it will at all times maintain a comprehensive general and professional liability insurance in keeping with industry standards behavioral health providers in Kansas covering any workforce member providing services hereunder on behalf of HMHC, and will provide a certificate of insurance upon request.

7. Administrative and Other Costs. HMHC shall be responsible for all administrative and other costs associated with delivering the services outlined in this Agreement unless otherwise noted in the Agreement, including salary, benefits, supervision, travel, training, professional licensing, mileage, per diem, or any other costs incurred in delivering the services herein.

8. Fees. For services specified herein, Reno County will pay HMHC \$2,466.04 monthly. HMHC shall submit an invoice to Reno County delivered by email to [shawn.mcclay@renolec.com](mailto:shawn.mcclay@renolec.com) by the 10<sup>th</sup> day of the month. Reno County shall make payment within twenty (20) days of receipt of invoice. It is acknowledged by the parties that the services provided herein have been provided since January 1, 2016, and that payment has been made consistent with this Agreement since that time, and that Reno County will continue to comply with the provisions of this Paragraph 8 for the term of this Agreement and any extension thereof.

9. Notices. Any notifications and communications, whether notices of termination or for any other purpose under this Agreement, shall be either personally delivered or mailed by U.S. Postal Service, first-class postage pre-paid, directed to the following designated individuals:

To HMHC:  
Horizons Mental Health Center  
L. Michael Garrett  
1600 Lorraine  
Hutchinson, KS 67501

To Reno County:  
Reno County, Kansas  
c/o Randy Henderson, Sheriff  
210 West First Avenue  
Hutchinson, KS 67501

Copy to: Reno County Administrator  
206 West First Avenue  
Hutchinson, KS 67501

10. Term. The initial term of this Agreement commenced as of January 1, 2016, (Effective Date) and shall terminate on December 31, 2016. Thereafter, this Agreement shall automatically renew for additional one year periods unless either party gives at least sixty (60) days' notice of its intent not to renew this Agreement. All terms and conditions of the Agreement shall renew with the exception of Section 8 Fees provision. Said provision shall be reviewed annually, and adjusted as appropriate based upon a percentage of the fair market value for the services provided by HMHC hereunder. Notwithstanding the above initial term and any subsequent term, this Agreement may be terminated by either party at any time for cause based

upon a material breach hereof; otherwise, either party may terminate this Agreement upon sixty (60) days advance written notice to the other party for any reason.

11. Non-Solicitation. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, Reno County shall not solicit or hire any HMHC workforce member or former workforce member who has provided services hereunder to become an employee of Reno County.

12. Indemnification. Reno County will defend, indemnify, and hold HMHC harmless for the acts and omissions of Reno County's officers, employees, agents, servants, subtenants, concessionaires, licensees, contractors and invitees performed under this Agreement.

HMHC will defend, indemnify, and hold Reno County harmless for the acts and omissions of HMHC's officers, principals, directors, members, employees, agents, servants, subtenants, concessionaires, licensees, contractors and invitees performed under this Agreement.

13. Amendments. This Agreement may only be amended by written addendum executed by Reno County and HMHC.

14. Independent Contractor. At all times pertinent hereto, any HMHC workforce member performing services hereunder shall be considered and shall conduct their responsibilities as an independent contractor and not as an employee of Reno County.

15. Third Party Exclusion. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this Agreement.

16. Compliance. The parties enter into this Agreement in good faith in the belief that this Agreement and actions pursuant to this Agreement comply with all State and Federal laws and regulations, including the Medicare and Medicaid Anti-Kickback Statute, codified at 42

U.S.C. § 1320a-7b(b), and HIPAA Privacy laws, and all applicable regulations. This Agreement shall be construed to comply with such statutes and regulations.

17. Assignment. This Agreement is not assignable by a party without the written consent of the other.

18. Interpretation. This Agreement shall be construed as a whole in accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either party. The captions of the various sections of this Agreement are for reference purposes only and are not determinative nor are they to be considered in construction of the terms or provisions herein.

19. Acknowledgement. The undersigned representative of Reno County acknowledges that this Agreement is executed on behalf of Reno County, Kansas with the due authorization and approval of its duly elected Board County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives the day and year written below.

**“Reno County”**

**“HMHC”**

**The Board of County Commissioners  
of Reno County, Kansas**

**Horizons Mental Health Center, Inc.**

By \_\_\_\_\_  
Dan Deming, Chairman

By \_\_\_\_\_  
L. Michael Garrett, Chief Executive Officer

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

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

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into as of last signature date between **HORIZONS MENTAL HEALTH CENTER** (“Covered Entity”) and Reno County (“Business Associate”).

**1. Definitions.** Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in 45 C.F.R. Parts 160, 162, and 164 (the “HIPAA Regulations”), implementing the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), which definitions are incorporated into this Agreement by reference.

**2. Permitted Use and Disclosure of PHI.** Business Associate shall only Use or Disclose Protected Health Information (“PHI”) received from, or created or received on behalf of, Covered Entity consistent with the “minimum necessary” requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:

- a) As Required By Law or as permitted or required by this Agreement or Business Associate’s services arrangement with Covered Entity (the “Engagement”), but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;
- b) In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);
- c) To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and
- d) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

a) **Obligations and Activities of Business Associate.** Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

- a) Use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;
- b) As soon as reasonably practical, but not later than three (3) business days following discovery thereof, report to Covered Entity any Security Incident or

Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom;

- c) In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;
- d) Within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- e) Make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;
- f) Maintain and make available to Covered Entity, within ten (10) business days following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- g) To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations; and
- h) Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services.

#### **4. Term and Termination.**

- a) **Term.** The term of this Agreement shall be effective as of the effective date of the Engagement, or as of the date Business Associate first receives or creates PHI from or on behalf of Covered Entity, whichever occurs first, and, unless sooner terminated as provided herein, shall continue in effect until the termination of the Engagement.
- b) **Termination.** Pursuant to 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may at any time terminate this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Agreement or any of its required obligations under the HIPAA Regulations.
- c) **Obligations Upon Termination.** Upon the termination of this Agreement for

any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from, or created or received on behalf of, Covered Entity that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof.

- d) **Survival.** This Section 4 shall survive the termination of this Agreement.

## 5. Miscellaneous.

- a) **Regulatory References.** Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.
- b) **Relationship of Parties.** Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.
- c) **Construction and Amendment.** The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.
- d) **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- e) **Documentation.** Business Associate shall maintain all information and documentation relating to the Engagement and this Agreement for such periods as required by the HIPAA Regulations.
- f) **Indemnification.** Business Associate shall indemnify Covered Entity for any and all claims, inquiries, losses, liabilities, costs, and damages, including but not limited to any monetary penalties and reasonable attorneys' fees, that Covered Entity incurs resulting from or arising out of a violation by Business Associate, its agents, or its Subcontractors of the HIPAA Regulations or any material provision contained in this Agreement.
- g) **Insurance.** Business Associate shall obtain and maintain, at its sole expense, insurance to support its obligations under this Agreement, with coverage limits of not less than \$1,000,000 per occurrence, for privacy and security protection and Breaches and notification coverage. Business Associate shall name Covered Entity as an additional insured on all liability policies, and such policies shall not be cancelled without prior notice in accordance with policy provisions. Upon

request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing such insurance coverage.

- h) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, its agents, and its Subcontractors available to Covered Entity, at no cost, to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA or the Health Information Technology for Economic and Clinical Health Act, except in circumstances in which Business Associate is named as an adverse party.
- i) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.
- j) **Notices and Reporting.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed delivered at the time it is hand-delivered or deposited in the U.S. Mail, postage prepaid, certified, or registered mail, return receipt requested, and addressed to the recipient's address as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

**6. Contact Information.**

<b>COVERED ENTITY</b>	<b>BUSINESS ASSOCIATE</b>
Horizons Mental Health Center	Reno County
CEO	County Administrator
L. Michael Garrett	Gary Meagher
1600N. Lorraine, Suite 202, Hutchinson, KS 67501	206 W. First Ave, Hutchinson, KS 67501
620-663-7595	620-694-2929

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed as of the last signature date set forth below.

COVERED ENTITY

BUSINESS ASSOCIATE

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

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

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

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

Print Name:  L. Michael Garrett

Print Name:  Dan Deming

Title:  CEO

Title:  Commissioner

RESOLUTION NO. 2016-\_\_\_\_\_

**A RESOLUTION PERTAINING TO OPEN BURNING AND ESTABLISHING REQUIREMENTS, RESTRICTIONS AND PROHIBITED ACTS WITH RESPECT THERETO; AND RESCINDING RESOLUTION NO. 2011-43**

WHEREAS, K.S.A. 19-101a, et seq., authorizes the board of county commissioners to transact all county business and to perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, on December 12, 2011, the Board of County Commissioners of Reno County adopted Reno County Resolution No. 2011-43, a Resolution which established notification requirements for open burning and certain rules with respect thereto; and

WHEREAS, the Board of County Commissioners desires to provide substitute legislation with respect to Resolution No. 2011-43.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the following regulations, restrictions and prohibited conduct be adopted in Reno County, Kansas:

SECTION 1 – DEFINITIONS: “Open burning” shall mean for purposes of this Resolution the burning of brush fires, trash and debris piles, vegetation such as grass, woody species, crop residue, and other dried plant growth for the purpose of crop, range, pasture, wildlife or watershed management. “Open burning” shall not include burning conducted in a safe and fireproof container with cover sufficient to prevent embers from escaping, fire pits, warming fires, camp fires, or fires of similar recreational purpose, including open burning for cooking or ceremonial purposes; provided, such fires are manageable and attended by a responsible person.

“Field type fires” shall mean the burning of cultivated crop residue, dried plant growth, pasture, CRP and other similar material. “Field type fire” does not include the burning of stockpiled, stored or accumulated materials in a defined, constricted and highly controlled area which is referred to herein as “non-field type fires”. Both “field type fires” and “non-field type fires” constitute “open burning” for the purpose of this resolution.

SECTION 2 – This Resolution shall be applicable in the unincorporated area of Reno County, Kansas.

SECTION 3 – No person, either in an individual capacity or on behalf of a corporation, partnership or other legal entity, shall conduct, permit or allow any open burning except when authorized as herein provided and when such open burning is conducted in accordance with the following requirements, to wit:

- a. Prior to commencement of open burning, the party responsible for the burn shall provide notification of the same to the Hutchinson/Reno County Emergency Communications Center (911). The responsible party shall also provide the Emergency Communications Center with his or her name, address and telephone number, and the location, nature and circumstances of the proposed burn.
- b. No open burning may be commenced later than thirty (30) minutes following notification of the proposed burn to the Emergency Communications Center.
- c. Open burning is prohibited when a burn ban is in effect; if the wind speed, including gusts, exceeds 15 m.p.h. and/or the grassland fire danger index is VERY HIGH OR EXTREME; or if fire apparatus or fire response personnel are unavailable. The Emergency Communications Center shall advise the responsible party at the time notification of a proposed open burn is provided that any of the above referenced factors are applicable at the time of the call.

- d. In the absence of Federal and State regulations applicable to Conservation Reserve Programs (CRP), for FIELD type fires, a fire break of at least twenty (20) feet on all sides of the field proposed to be burned shall be provided by the responsible party.
- e. For non-field type fires, adequate clearance from combustible materials unintended for burning and a minimum of one hundred (100) feet from all structures shall be provided and maintained by the responsible party.
- f. Open burning materials shall not include heavy smoke-producing materials, such as heavy oils, tires, pallets, railroad and bridge lumber, treated lumber, plastics or rubber.
- g. The responsible party shall ensure that all open burnings conducted shall be supervised at all times by a responsible, competent individual of majority age until the threat of fire has been eliminated.
- h. No person shall conduct a burn which creates a safety hazard to an airport.
- i. In any prosecution for violation of this Resolution made pursuant to Section 4 below, it shall be prima facie evidence that the person who owns or controls the property on which burning occurs has caused or permitted the open burning.

SECTION 4 – PENALTY. Any person or other entity who violates this Resolution shall upon conviction be guilty of a misdemeanor and shall be subject to a fine of not more than Five Hundred Dollars (\$500.00) or confinement in the Reno County Correctional Facility (Jail) for a period not to exceed thirty (30) days, or both such fine and imprisonment. Further, in the discretion of the presiding Judge, any person convicted for violating this Resolution shall make restitution for costs and expenses incurred by Fire District and other firefighting and emergency personnel responding to the scene of the burn due to the conduct constituting the violation.

SECTION 5 – This Resolution shall be published one time in the official County newspaper and shall take effect upon said publication. Simultaneously with the effective date of this Resolution, Reno County Resolution No. 2011-43 is rescinded.

ADOPTED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS

\_\_\_\_\_  
DAN DEMING, Chairman

\_\_\_\_\_  
BRAD DILLON, Member

\_\_\_\_\_  
JAMES SCHLICKAU, Member

ATTEST:

\_\_\_\_\_  
Reno County Clerk

03/11/16

RESOLUTION NO. 2011- 43

**A RESOLUTION PERTAINING TO OPEN BURNING AND ESTABLISHING REQUIREMENTS, RESTRICTIONS AND PROHIBITED ACTS WITH RESPECT THERETO; AND RESCINDING RESOLUTION NO. 98-15**

WHEREAS, K.S.A. 19-101a, et seq., authorizes the board of county commissioners to transact all county business and to perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, on March 11, 1998, the Board of County Commissioners of Reno County adopted Reno County Resolution 98-15, a Resolution which established notification requirements for burning and certain rules with respect thereto; and

WHEREAS, the Board of County Commissioners desires to provide substitute legislation with respect to Resolution No. 98-15.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the following regulations, restrictions and prohibited conduct be adopted in Reno County, Kansas:

SECTION 1 – DEFINITIONS: “Open burning” shall mean for purposes of this Resolution the burning of brush fires, trash and debris piles, vegetation such as grass, woody species, crop residue, and other dried plant growth for the purpose of crop, range, pasture, wildlife or watershed management. “Open burning” shall not include burning conducted in a safe and fireproof container with cover sufficient to prevent embers from escaping, fire pits, warming fires, camp fires, or fires of similar recreational purpose; provided, such fires are manageable and attended by a responsible person.

“Field type fires” shall mean the burning of cultivated crop residue, dried plant growth, pasture, CRP and other similar material. “Field type fire” does not include the

burning of stockpiled, stored or accumulated materials in a defined, constricted and highly controlled area which is referred to herein as “non-field type fires”.

SECTION 2 – This Resolution shall be applicable in the unincorporated area of Reno County, Kansas.

SECTION 3 – No person, either in an individual capacity or on behalf of a corporation, partnership or other legal entity, shall conduct, permit or allow any open burning except when authorized as herein provided and when such open burning is conducted in accordance with the following requirements, to wit:

- a. Prior to commencement of open burning, notification must be provided to and approval obtained from Hutchinson/Reno County Emergency Communications Center (911).
- b. No open burning may be commenced later than thirty (30) minutes following the receipt of authorization to burn by Hutchinson/Reno County Emergency Communications Center (911).
- c. The person seeking authority to burn, otherwise referred to herein as the “responsible party”, shall provide Emergency Dispatch with the name, address and telephone number of the person responsible for the proposed burn, and the location and the nature and circumstances of the proposed burn.
- d. The authority to conduct an open burn shall not be given if a burn ban is in effect; if the wind speed, including gusts, exceeds 15 m.p.h. and/or the grassland fire danger index is VERY HIGH OR EXTREME; or the location, time of day or weather conditions, current or predicted, are unfavorable; or if fire apparatus or fire response personnel are unavailable.
- e. In the absence of Federal and State regulations applicable to Conservation Reserve Programs (CRP), for FIELD type fires, a fire break of at least twenty (20) feet on all sides of the field proposed to be burned shall be provided by the responsible party.
- f. For non-field type fires, adequate clearance from combustible materials unintended for burning and a minimum of one hundred (100) feet from all structures shall be provided and maintained by the responsible party.

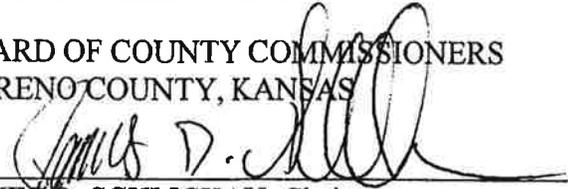
- g. Open burning materials shall not include heavy smoke-producing materials, such as heavy oils, tires, pallets, railroad and bridge lumber, treated lumber, roof shingles, wire insulation, plastics, rubber, or other materials.
- h. The responsible party shall ensure that all open burnings conducted shall be supervised at all times by a responsible individual of majority age until the threat of fire is down.

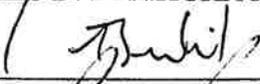
SECTION 4 – PENALTY. Any person or other entity who violates this Resolution shall upon conviction be guilty of a misdemeanor and shall be subject to a fine of not more than Five Hundred Dollars (\$500.00) or confinement in the Reno County Detention Center for a period not to exceed thirty (30) days, or both such fine and imprisonment. Further, in the discretion of the presiding Judge, such person convicted for violating this Resolution shall make restitution for costs and expenses incurred for the conduct constituting the violation.

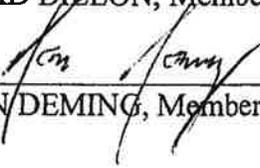
SECTION 5 – This Resolution shall be published one time in the official County newspaper and shall take effect upon said publication. Simultaneously with the effective date of this Resolution, Reno County Resolution No. 98-15 is rescinded.

ADOPTED in regular session this 12 day of December, 2011.

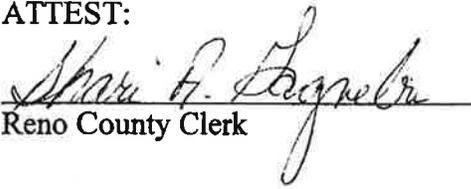
BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS

  
\_\_\_\_\_  
JAMES D. SCHLICKAU, Chairman

  
\_\_\_\_\_  
BRAD DILLON, Member

  
\_\_\_\_\_  
DAN DEMING, Member

ATTEST:

  
\_\_\_\_\_  
Reno County Clerk