

We encourage everyone to view the meeting live via YouTube.

***Leavenworth County***  
***Board of County Commissioners***

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
April 12, 2023  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of April 5, 2023
  - b) Approval of the schedule for the week April 17, 2023

- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Appoint George Jacobs to the 2023 Solid Waste Committee

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve a one- year contract with Accessible Solutions, Inc. for cloud-based client software in the amount of \$7,925.00.
- b) Consider a motion to approve the applications for FY2024 Juvenile Comprehensive Plan, the FY2024-FY2025 JCAB Grant and FY2024 Non-Matching Juvenile Crime Prevention Community Grant.
- c) Consider a motion to approve Board Order 2023-3, a disaster tax relief abatement located at 23390 175<sup>th</sup> St.
- d) Consider a motion to approve Resolution 2023-4, conditionally approving the issuance of a special use permit to Orison LLC for the operation of Whiskey Ridge Event Center, subject to all conditions.
- e) Consider a motion to approve the updated public comment policy.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

- a) Quarterly Reports
  - Solid Waste
  - Appraiser

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

**Monday, April 10, 2023**

**Tuesday, April 11, 2023**

**Wednesday, April 12, 2023**

9:00 a.m. Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

**Thursday, April 13, 2023**

6:30 a.m. Leavenworth County Child Abuse Prevention Council Fundraiser  
• The Heritage Center, 109 Delaware St. Leavenworth, KS

12:00 p.m. LCDC meeting

3:30 p.m. Ribbon-cutting for Eisenhower Road

**Friday, April 14, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

\*\*\*\*\*April 5, 2023\*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, April 5, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Counselor; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services; Janet Klasinski, County Clerk; John Richmeier, Leavenworth Times

Residents: Wes Baker, Chip Demoss, John Matthews, Cindy Lynch, Joe Herring, Kirk Sours, Eric Weslander

**PUBLIC COMMENT:**

Wes Baker commented on an agenda item.

**ADMINISTRATIVE BUSINESS:**

David Van Parys introduced Misty Brown as the Deputy County Counselor.

Mark Loughry recognized April as Kansas County Government Month and thanked County employees for their service.

Commissioner Doug Smith inquired about the definition of a serial meeting.

Mr. Van Parys indicated two commissioners can confer together but when a third commissioner is introduced it is considered a meeting. He indicated if someone from the public wishes to meet with a commissioner, that commissioner must make sure the individual has not met with other commissioners about the same subject making it a serial meeting.

Commissioner Doug Smith inquired if the Board should invite state representatives to give an update about what is going on in session.

Mr. Loughry gave a brief update on the bills being passed or considered in legislation in regards to property taxes.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, April 5, 2023 as presented.***

***Motion passed, 5-0.***

Bill Noll requested authority to award a contract commitment of funds for a KDOT project for bridge ST-100.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to award the contract commit to funds for KDOT bridge project replacement grant for bridge ST-100 on Fairmount Road.***

***Motion passed, 5-0.***

Chip Demoss spoke on behalf of the applicant of Whiskey Ridge Event Center.



Mr. Loughry provided a brief review of the background of the special use permit for Whiskey Ridge Event Center.

***A motion was made by Commissioner Doug Smith to approve Resolution 2023-4 with a change in the resolution as a private firetruck with off duty firefighters and strike the township fire department as being fire watch.***

Mr. Van Parys iterated the motion should be stated as the conditional approval of Resolution 2023-4 as subject to the conditions set forth therein.

Commissioner Doug Smith withdrew his motion.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve Resolution 2023-4 and strike the township fire department and use private fire truck and certified off duty fire fighters until said time the applicant can install sprinklers by the end of 2023.***

Commissioner Doug Smith and Commissioner Mike Smith withdrew their motions.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to table Resolution 2023-4 for one week.***

***Motion passed, 4-0, Commissioner Culbertson abstained.***

Resolution 2023-6 and an interlocal agreement was presented for the formation of Fire District #2.

Eric Weslander spoke on behalf of the formation of Fire District #2.

No action was taken on the resolution or interlocal agreement.

Mr. Loughry reached out to the cities regarding scheduling joint work sessions.

Commissioners Doug Smith and Kaaz attended Keith Rickard's retirement ceremony at the Guidance Center. They both will attend a JCAB meeting tomorrow.

Commissioner Stieben attended the Tonganoxie City Council meeting. He also attended a KDHE meeting for a local farmer.

Commissioner Culbertson attended the Easton City Council meeting and the Leavenworth City Commission meeting. He met with the County insurance attorney to schedule the engineer inspection for Flatlands.

Commissioner Mike Smith will attend a ribbon-cutting ceremony for the 4<sup>th</sup> and Eisenhower project with the city of Leavenworth on April 13<sup>th</sup> at 3:30 p.m.

Commissioner Kaaz attended a transportation meeting for the city of Leavenworth and will attend a KCATA meeting on Tuesday. She announced she has relocated her office to the Cushing Building.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to adjourn.***  
***Motion passed, 5-0.***

The Board adjourned at 10:44 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, April 17, 2023

## Tuesday, April 18, 2023

12:00 p.m.      LCPA meeting

## Wednesday, April 19, 2023

9:00 a.m.      Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

## Thursday, April 20, 2023

## Friday, April 21, 2023

## Saturday, April 22, 2023

5:00 p.m.      Leavenworth County 4-H Foundation meeting  
• Leavenworth County Fairgrounds, Administrative Building, Tonganoxie, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

START DATE: 04/01/2023 END DATE: 04/07/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		1,292.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		931.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		374.21	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		579.89	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		912.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		97.97	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		338.21	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		2,128.39	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-213	EMS VEH MAINT & VEH MAINT SUPP		96.03	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		2,432.99	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		1,289.91	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		18.53	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		1,142.34	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		1,704.46	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		216.80	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		267.12	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		2,224.55	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	333678	102682 AP	04/07/2023	3-001-5-05-306	EMS VEH MAINT & VEH MAINT SUPP		13.15	
							*** VENDOR	1513 TOTAL		16,060.72
20588	ADVANTAGE	ADVANTAGE PRINTING	333679	102683 AP	04/07/2023	3-001-5-07-303	LV SHERIFF - NOTICE TO APPEAR,		2,143.93	
20588	ADVANTAGE	ADVANTAGE PRINTING	333679	102683 AP	04/07/2023	3-001-5-07-303	LV SHERIFF - NOTICE TO APPEAR,		225.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	333679	102683 AP	04/07/2023	3-001-5-07-303	LV SHERIFF - NOTICE TO APPEAR,		365.00	
							*** VENDOR	20588 TOTAL		2,733.93
1964	ALL STATEEFIRE EQUIP	ALL STATE FIRE EQUIPMENT	333680	102684 AP	04/07/2023	3-001-5-07-208	LVCO JAIL-COMM'L KITCHEN HOOD/		1,100.00	
1537	ARV - PARTS	AMERICAN RESPONSE VEHICLE INC	333681	102685 AP	04/07/2023	3-001-5-05-306	SHOP SUPPLY AND LABOR (EMS)		204.90	
550	BECK, JUDITH	JUDITH BECK	333684	102688 AP	04/07/2023	3-001-5-07-219	JAIL INMATES MONTHLY MEDICAL S		6,041.67	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	333685	102689 AP	04/07/2023	3-001-5-19-252	DOMESTIC COURT PRO TEM		3,000.00	
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	333686	102690 AP	04/07/2023	3-001-5-07-357	65483 JAIL PLUMBING SUPPLIES		1,589.20	
1523	BOB BARKER	BOB BARKER CO INC	333687	102691 AP	04/07/2023	3-001-5-07-359	LEAKS4 JAIL SUPPLIES		4,204.80	
283	BUSETTI ROBERT	ROBERT BUSETTI	333690	102694 AP	04/07/2023	3-001-5-07-219	MONTHLY DENTIST-INMATES		350.00	
2621	CAFE	TERRY BOOKER	333692	102696 AP	04/07/2023	3-001-5-07-360	LV SHERIFF-CATERED LECA LUNCHE		320.00	
6637	CCAK	COUNTY COUNSELORS ASSN OF KS	333693	102697 AP	04/07/2023	3-001-5-09-203	CO COUNSELOR & DEPUTY CO COUNS		300.00	
6637	CCAK	COUNTY COUNSELORS ASSN OF KS	333693	102697 AP	04/07/2023	3-001-5-09-203	CO COUNSELOR & DEPUTY CO COUNS		300.00	
							*** VENDOR	6637 TOTAL		600.00
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	333695	102699 AP	04/07/2023	3-001-5-32-296	01001100496 JANITORIAL SVC - L		5,860.00	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	333695	102699 AP	04/07/2023	3-001-5-32-296	01001100496 JANITORIAL SVC - L		5,860.00	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	333695	102699 AP	04/07/2023	3-001-5-32-296	01001100496 JANITORIAL SVC - L		5,582.00-	
							*** VENDOR	5447 TOTAL		6,138.00
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	333696	102700 AP	04/07/2023	3-001-5-05-201	EMS MEDICAL DIRECTOR FEES		1,250.00	
546	CURTIS	CURTIS,STALEY,AND ASSOCIATES	333697	102701 AP	04/07/2023	3-001-5-07-219	MENTAL HEALTH-JAIL INMATES		3,000.00	
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	333698	102702 AP	04/07/2023	3-001-5-07-301	SHERIFF - 40 TONERS		3,027.96	
2900	EMS OVERPAYMENT	PATIENT REID	333699	102703 AP	04/07/2023	3-001-5-05-290	2021-8313 REFUND - INSURANCE P		747.63	
86	EVERGY	EVERGY KANSAS CENTRAL INC	333700	102704 AP	04/07/2023	3-001-5-05-215	ELEC SVC EMS 9103		514.72	
86	EVERGY	EVERGY KANSAS CENTRAL INC	333659	102676 AP	04/05/2023	3-001-5-32-392	ELEC SVC KPL BLDG		43.18	
							*** VENDOR	86 TOTAL		557.90
236	INTERPRETERS	INTERPRETERS INC	333705	102709 AP	04/07/2023	3-001-5-19-221	DIST CT INTERPRETER SERVICES M		627.42	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00	

warrants by vendor

START DATE: 04/01/2023 END DATE: 04/07/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#								
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00		
6022	KACSO	KACSO ATTN: JULIE WHITNEY	333706	102710 AP	04/07/2023	3-001-5-19-213	2023 SPRING CONFERENCE		135.00		
									*** VENDOR	6022 TOTAL	1,080.00
6636	KANSAS GAS	KANSAS GAS SERVICE	333708	102712 AP	04/07/2023	3-001-5-05-215	510263944 1556921 09 GAS SERVI		321.13		
6636	KANSAS GAS	KANSAS GAS SERVICE	333708	102712 AP	04/07/2023	3-001-5-05-215	512142220 2006970 09 GAS SERVI		528.64		
									*** VENDOR	6636 TOTAL	849.77
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		165.40		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
674	KC INFECTIOUS	KC INFECTIOUS DISEASE CONSULTA	333709	102713 AP	04/07/2023	3-001-5-07-219	INMATE MEDICAL BILLS		63.26		
									*** VENDOR	674 TOTAL	544.96
8466	KDHE PERMITS	KDHE BUREAU OF WASTE MANAGEMEN	333710	102714 AP	04/07/2023	3-001-5-09-230	2303528645772102 FLATLAND RECO		253.50		
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	333714	102718 AP	04/07/2023	3-001-5-19-221	9020533027 DIST CT INTERPRETER		27.95		
220	LEAV CO EX	LEAVENWORTH COUNTY EXTENSION	333660	102677 AP	04/05/2023	3-001-5-25-220	PER 2023 LEAV CO BUDGET		66,259.00		
537	LEAV TIMES	CHERRYROAD MEDIA INC	333716	102720 AP	04/07/2023	3-001-5-06-209	1 YEAR SUB - ZONING, LEAV COUN		179.00		
537	LEAV TIMES	CHERRYROAD MEDIA INC	333716	102720 AP	04/07/2023	3-001-5-06-218	21250 PUBLIC NOTICES		14.18		
537	LEAV TIMES	CHERRYROAD MEDIA INC	333716	102720 AP	04/07/2023	3-001-5-06-218	21250 PUBLIC NOTICES		9.39		
									*** VENDOR	537 TOTAL	202.57
383	LYON CHRISTOPHER	CHRISTOPHER LYON	333717	102721 AP	04/07/2023	3-001-5-11-211	MILEAGE/TOLLS (LAWRENCE FOR SP		51.35		
383	LYON CHRISTOPHER	CHRISTOPHER LYON	333717	102721 AP	04/07/2023	3-001-5-11-211	MILEAGE/TOLLS (LAWRENCE FOR SP		2.50		
									*** VENDOR	383 TOTAL	53.85
661	MAINSTREET	CDJ AUTOMOTIVE LLC	333718	102722 AP	04/07/2023	3-001-5-07-213	LV SHERIFF UNIT 107 DIAGNOSTIC		120.00		
1991	MARC	MID-AMERICA REGIONAL COUNCIL	333719	102723 AP	04/07/2023	3-001-5-14-203	LEAVCOLOCALDUES 2023		15,874.00		
1991	MARC	MID-AMERICA REGIONAL COUNCIL	333719	102723 AP	04/07/2023	3-001-5-14-203	LEAVCOLOCALDUES 2023		3,945.00		
1991	MARC	MID-AMERICA REGIONAL COUNCIL	333719	102723 AP	04/07/2023	3-001-5-14-203	LEAVCOLOCALDUES 2023		4,412.00		
1991	MARC	MID-AMERICA REGIONAL COUNCIL	333719	102723 AP	04/07/2023	3-001-5-14-203	LEAVCOLOCALDUES 2023		.00		
									*** VENDOR	1991 TOTAL	24,231.00
17244	MARLOW WHI	MARLOW WHITE UNIFORM CO	333720	102724 AP	04/07/2023	3-001-5-07-350	SHERIFF:UNIFORM GLOVES FOR HON		21.49		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	333721	102725 AP	04/07/2023	3-001-5-11-303	OPL305_K CO ATTY COPIES		15.51		
391	PDQ.COM	PDQ INTERMEDIATE INC	333722	102726 AP	04/07/2023	3-001-5-18-254	SOFTWARE LICENSES		3,000.00		
391	PDQ.COM	PDQ INTERMEDIATE INC	333722	102726 AP	04/07/2023	3-001-5-18-254	SOFTWARE LICENSES		900.00-		
									*** VENDOR	391 TOTAL	2,100.00
482	PRICE, HANK	HANK PRICE	333723	102727 AP	04/07/2023	3-001-5-31-290	HIGH DUSTING INSIDE CTHSE/JC		385.52		
482	PRICE, HANK	HANK PRICE	333723	102727 AP	04/07/2023	3-001-5-32-209	HIGH DUSTING INSIDE CTHSE/JC		742.38		
									*** VENDOR	482 TOTAL	1,127.90
480	PROFESSIONAL DEVELOP	PROFESSIONAL DEVELOPMENT ACADE	333724	102728 AP	04/07/2023	3-001-5-07-202	ACADEMY 8-2-21 HPL NACO(REC'D		2,495.00		
480	PROFESSIONAL DEVELOP	PROFESSIONAL DEVELOPMENT ACADE	333724	102728 AP	04/07/2023	3-001-5-07-202	ACADEMY 8-2-21 HPL NACO(REC'D		850.00-		
									*** VENDOR	480 TOTAL	1,645.00
7098	QUILL CORP	QUILL CORP	333725	102729 AP	04/07/2023	3-001-5-11-301	8017660 OFFICE SUPPLIES (CO AT		530.83		
17368	SECURITY T	SECURITY TRANSPORT SERVICES	333726	102730 AP	04/07/2023	3-001-5-07-218	TRANSPORT INMATE DELVALLE TX T		2,106.34		
17368	SECURITY T	SECURITY TRANSPORT SERVICES	333726	102730 AP	04/07/2023	3-001-5-07-218	TRANSPORT INMATE DELVALLE TX T		42.70		
									*** VENDOR	17368 TOTAL	2,149.04
4445	T MOBILE	T-MOBILE USA, INC	333728	102732 AP	04/07/2023	3-001-5-05-210	EMS WIRELESS SERVICE		446.59		
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	333661	102678 AP	04/05/2023	3-001-5-14-224	4825F7093 (POLICY 16P20731-ZLP		759.50		
651	USIC HOLDINGS	USIC HOLDING INC	333731	102735 AP	04/07/2023	3-001-5-18-213	LVCOKS01 LOCATE SERVICES		545.00		
332	VARNEY	VARNEY & ASSOCIATES CPAS,LLC	333662	102679 AP	04/05/2023	3-001-5-14-228	VBS58101 AUDIT SVCS YR END 12/		31,900.00		
332	VARNEY	VARNEY & ASSOCIATES CPAS,LLC	333662	102679 AP	04/05/2023	3-001-5-14-228	VBS58101 AUDIT SVCS YR END 12/		3,500.00		
									*** VENDOR	332 TOTAL	35,400.00
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-11-253	0496-00-668063-1 FUEL TO 3.23.		60.29		

warrants by vendor

START DATE: 04/01/2023 END DATE: 04/07/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-331	0496-00-668063-1 FUEL TO 3.23.	7,397.02		
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-332	0496-00-668063-1 FUEL TO 3.23.	5,337.03		
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-332	0496-00-668063-1 FUEL TO 3.23.	80.40		
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-334	0496-00-668063-1 FUEL TO 3.23.	53.73		
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-335	0496-00-668063-1 FUEL TO 3.23.	95.65		
276	WEX	WEX BANK	333732	53	04/07/2023	3-001-5-14-901	0496-00-668063-1 FUEL TO 3.23.	291.14-		
							*** VENDOR 276 TOTAL			12,732.98
							TOTAL FUND 001			202,650.57
-----										
733	HOSSINEI,SABER	SABER HOSSINEI	333704	102708 AP	04/07/2023	3-104-5-00-212	REIM PARADE SUPPLIES	28.44		
							TOTAL FUND 104			28.44
-----										
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	333696	102700 AP	04/07/2023	3-108-5-00-280	HEALTH DEPT MED DIRECTOR/WELL	1,200.00		
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	333696	102700 AP	04/07/2023	3-108-5-00-280	HEALTH DEPT MED DIRECTOR/WELL	300.00		
							*** VENDOR 22543 TOTAL			1,500.00
8466	KDHE PERMITS	KDHE S DEPT OF HEALTH & ENVIRO	333711	102715 AP	04/07/2023	3-108-5-00-380	STD66048 UPT KIT COLLECTIN/TRN	37.50		
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	333713	102717 AP	04/07/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS	1,800.00		
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	333713	102717 AP	04/07/2023	3-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS	1,800.00		
							*** VENDOR 1629 TOTAL			3,600.00
276	WEX	WEX BANK	333732	53	04/07/2023	3-108-5-00-304	0496-00-668063-1 FUEL TO 3.23.	38.50		
276	WEX	WEX BANK	333732	53	04/07/2023	3-108-5-00-606	0496-00-668063-1 FUEL TO 3.23.	1.97		
276	WEX	WEX BANK	333732	53	04/07/2023	3-108-5-00-610	0496-00-668063-1 FUEL TO 3.23.	3.93		
							*** VENDOR 276 TOTAL			44.40
							TOTAL FUND 108			5,181.90
-----										
577	C&C SALES	C&C SALES INC	333691	102695 AP	04/07/2023	3-115-5-00-409	11188 ACCESS POINTS	4,080.00		
24545	CDW GOVERN	CDW GOVERNMENT INC	333694	102698 AP	04/07/2023	3-115-5-00-409	3773122 WORKSTATIONS,PRINTERS,	5,791.04		
24545	CDW GOVERN	CDW GOVERNMENT INC	333694	102698 AP	04/07/2023	3-115-5-00-409	3773122 WORKSTATIONS,PRINTERS,	4,915.32		
24545	CDW GOVERN	CDW GOVERNMENT INC	333694	102698 AP	04/07/2023	3-115-5-00-409	3773122 WORKSTATIONS,PRINTERS,	10,674.60		
24545	CDW GOVERN	CDW GOVERNMENT INC	333694	102698 AP	04/07/2023	3-115-5-00-409	3773122 WORKSTATIONS,PRINTERS,	320.09		
							*** VENDOR 24545 TOTAL			21,701.05
							TOTAL FUND 115			25,781.05
-----										
276	WEX	WEX BANK	333732	53	04/07/2023	3-123-5-00-301	0496-00-668063-1 FUEL TO 3.23.	127.96		
							TOTAL FUND 123			127.96
-----										
276	WEX	WEX BANK	333732	53	04/07/2023	3-136-5-00-221	0496-00-668063-1 FUEL TO 3.23.	34.62		
							TOTAL FUND 136			34.62
-----										
755	LCPA	LEAV CO PORT AUTHORITY	333715	102719 AP	04/07/2023	3-140-5-00-202	1ST QTR PER 2023 LVCO BUDGET	37,250.00		
							TOTAL FUND 140			37,250.00
-----										
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	333707	102711 AP	04/07/2023	3-144-5-00-3	CO ON AGING PET SUPPLIES/FOOD	112.40		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	333707	102711 AP	04/07/2023	3-144-5-00-3	CO ON AGING PET SUPPLIES/FOOD	44.50		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	333707	102711 AP	04/07/2023	3-144-5-00-3	CO ON AGING PET SUPPLIES/FOOD	367.20		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	333707	102711 AP	04/07/2023	3-144-5-00-3	CO ON AGING PET SUPPLIES/FOOD	281.00		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	333707	102711 AP	04/07/2023	3-144-5-00-3	CO ON AGING PET SUPPLIES/FOOD	161.02-		
							*** VENDOR 19474 TOTAL			644.08
							TOTAL FUND 144			644.08
-----										
1061	B & W FIRE LLC	B & W FIRE LLC	333683	102687 AP	04/07/2023	3-145-5-00-208	040096 CO ON AGING 711 MARSHAL	522.40		
2621	CAFE	TERRY BOOKER	333692	102696 AP	04/07/2023	3-145-5-00-256	COA MEALS RESERVED 3/20-3/31	13,442.00		

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
2621	CAFE	TERRY BOOKER	333692	102696 AP	04/07/2023	3-145-5-00-256	COA MEALS RESERVED 3/20-3/31	13,318.50		
								*** VENDOR	2621 TOTAL	26,760.50
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	333702	102706 AP	04/07/2023	3-145-5-00-246	APRIL 2023 UTILITY STIPEND FOR	215.74		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	333702	102706 AP	04/07/2023	3-145-5-05-202	APRIL 2023 UTILITY STIPEND FOR	93.38		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	333702	102706 AP	04/07/2023	3-145-5-07-202	APRIL 2023 UTILITY STIPEND FOR	12.88		
								*** VENDOR	184 TOTAL	322.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	333703	102707 AP	04/07/2023	3-145-5-00-246	APRIL UTILITY STIPEND FOR MEAL	134.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	333703	102707 AP	04/07/2023	3-145-5-05-202	APRIL UTILITY STIPEND FOR MEAL	58.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	333703	102707 AP	04/07/2023	3-145-5-07-202	APRIL UTILITY STIPEND FOR MEAL	8.00		
								*** VENDOR	89 TOTAL	200.00
56	TONGANOXIE MIRROR	THE TONGANOXIE MIRROR	333730	102734 AP	04/07/2023	3-145-5-00-209	10017648 PUBLIC HEARING NOTICE	89.40		
276	WEX	WEX BANK	333732	53	04/07/2023	3-145-5-00-304	0496-00-668063-1 FUEL TO 3.23.	3,527.21		
								TOTAL FUND 145		31,421.51
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537	LEAV TIMES	CHERRYROAD MEDIA INC	333716	102720 AP	04/07/2023	3-160-5-00-212	23861 JOB POSTING	21.50		
10703	TIRE TOWN	TIRE TOWN	333729	102733 AP	04/07/2023	3-160-5-00-207	SOLID WASTE - SCRAP TIRES	500.00		
								TOTAL FUND 160		521.50
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119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	333651	1691 AP	04/04/2023	3-171-5-08-201	4-1 RT 30/235TH DESIGN	25,000.00		
196	OLSSON	OLSSON, INC	333652	1692 AP	04/04/2023	3-171-5-05-201	4-2 019-28310 PROF SVC	1,440.00		
								TOTAL FUND 171		26,440.00
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2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	333677	102681 AP	04/07/2023	3-174-5-00-210	REPAIR GENERATOR KICKAPOO 911	220.00		
1737	AT&T-CAROL STREAM IL	AT&T	333682	102686 AP	04/07/2023	3-174-5-00-210	KDOT SITE BONNER	366.30		
1737	AT&T-CAROL STREAM IL	AT&T	333682	102686 AP	04/07/2023	3-174-5-00-210	KDOT SITE BONNER	436.78		
								*** VENDOR	1737 TOTAL	803.08
86	EVERGY	EVERGY KANSAS CENTRAL INC	333663	102680 AP	04/05/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	628.76		
86	EVERGY	EVERGY KANSAS CENTRAL INC	333663	102680 AP	04/05/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	387.13		
86	EVERGY	EVERGY KANSAS CENTRAL INC	333663	102680 AP	04/05/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	191.70		
								*** VENDOR	86 TOTAL	1,207.59
1041	KDOT	KANSAS DEPT OF TRANSPORTATION	333712	102716 AP	04/07/2023	3-174-5-00-210	ANNUAL T-1 LINES FOR COMMS TOW	4,400.00		
								TOTAL FUND 174		6,630.67
-----										
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	333727	102731 AP	04/07/2023	3-215-5-12-203	711 MARSHALL - COMM KAAZ OFFIC	1,996.00		
								TOTAL FUND 215		1,996.00
-----										
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	333701	102705 AP	04/07/2023	3-220-5-08-400	4-1 BR ST-100 DESIGN/ENGINEER	38,200.00		
								TOTAL FUND 220		38,200.00
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2570	BOND ESCROW REFUND	JOSHUA AND CIERA BOGATZ	333688	102692 AP	04/07/2023	3-503-5-00-2	REF ENTRANCE PERMIT MITCHELL R	100.00		
2570	BOND ESCROW REFUND	MICHAEL AND SUSAN CHRISTMAN	333689	102693 AP	04/07/2023	3-503-5-00-2	REF ENTRANCE PERMIT 167TH ST	100.00		
								*** VENDOR	2570 TOTAL	200.00
								TOTAL FUND 503		200.00
								TOTAL ALL CHECKS		377,108.30

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	202,650.57
104	DRUG PROSECUTOR'S FUND	28.44
108	COUNTY HEALTH	5,181.90
115	EQUIPMENT RESERVE	25,781.05
123	JUVENILE CRIME PREVENTION	127.96
136	COMM CORR JUVENILE	34.62
140	E D A C ECONOMIC DEVELOPMENT	37,250.00
144	PALS (PETS AND LOVING SENIORS	644.08
145	COUNCIL ON AGING	31,421.51
160	SOLID WASTE MANAGEMENT	521.50
171	S TAX CAP RD PROJ: BONDS	26,440.00
174	911	6,630.67
215	CAPITAL IMPROVEMENTS	1,996.00
220	CAP IMPR: RD & BRIDGE	38,200.00
503	ROAD & BRIDGE BOND ESCROW	200.00
	TOTAL ALL FUNDS	377,108.30

Consent Agenda 4-12-23  
Cks 4/1 - 4/7

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**\*\*\*CONSENT AGENDA\*\*\***

**Leavenworth County  
Request for Board Action**

**Date:** April 12, 2023

**To:** Board of County Commissioners

**From:** Tammy Saldivar, Leavenworth County Solid Waste Committee Secretary

**Department Head Approval:**

**Additional Reviews as needed:**

**Budget Review**  **Administrator Review**  **Legal Review**

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**Action Requested:** Adopt and forward the Leavenworth County KS 2023 Solid Waste Committee vacant slot appointment member change adding George Jacobs to KDHE.

**Recommendation:** Approve and adopt the 2023 Solid Waste Committee member vacant slot member change adding George Jacobs.

**Analysis:** On February 1, 2023 the BOCC approved the solid waste committee to remove Randy Weldon due to not attending meetings for several years and open to find replacement. This was advertised on social media and word of mouth by the committee. This was the only applicant and meets the guidelines, George Jacobs, private hauler of Leavenworth county since 2018 turned in an application to fill the position. In order to comply with the requirements of KDHE, the BOCC must approve the changes.

**Alternatives:**

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** N/A

**Additional Attachments:**

Leavenworth County KS 2023 Solid Waste Committee members





### SOLID WASTE COMMITTEE APPLICATION

Leavenworth County depends upon citizen participation, service and input. The Solid Waste Committee plays a vital role in Leavenworth County.

The Solid Waste Committee is made up by:

- 1 representative of the City of Leavenworth, appointed by the Leavenworth Mayor
- 1 representative of the City of Lansing, appointed by the Lansing Mayor
- 1 representative of Tonganoxie, Basehor, Linwood, & Easton, appointed by the BOCC
- 1 representative of the Unincorporated Area of Leavenworth County, appointed by the BOCC
- 2 representatives of Hauler/Recyclers of Leavenworth County, appointed by the BOCC
- 2 Designee of County Departments, appointed by the BOCC

#### Application for Representatives of Hauler/Recyclers of Leavenworth County

Name George Jacobs Phone (                      )                     

Address:                      E-mail:                     

Leavenworth, KS 66048  
\_\_\_\_\_  
\_\_\_\_\_

How many years have you lived in Leavenworth County? 8

Are you a registered voter in Leavenworth County?  YES  NO

Do you  own or  rent property in Leavenworth County?

Do you reside outside of the city limits?  YES  NO

Are you presently employed?  YES  NO

Employer/Position: Own G J Disposal

If retired, what was your previous profession? na

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Have you served on a County/City Commission or committee before? \_\_\_YES \_\_\_NO

If yes, which City/County and when: na

Position: na

Reason for wishing to serve on the Solid Waste Committee? Please include any special qualifications you feel are appropriate.

Was asked by transfer station if I would be interested.

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Do you have any potential conflicts of interest that you are aware of? If so, please explain.

No

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What do you see as the objectives and goals of the Solid Waste Committee?

Health of community

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If you have previously participated in local government please explain the role you held.

na

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# Leavenworth County KS 2023 Solid Waste Committee

## City of Leavenworth

(1 member appointed by the Mayor)

100 N. 5<sup>th</sup> St. Leavenworth, KS 66048

Steve King – [sking@firstcity.org](mailto:sking@firstcity.org)

913.682.0650

## City of Lansing

(1 member appointed by the Mayor)

800 1<sup>st</sup> Terrace, Lansing, KS 66043

Mike Spickelmier – [mspickelmier@lansingks.org](mailto:mspickelmier@lansingks.org)

913.364.6910

## Cities of Tonganoxie, Basehor, Linwood & Easton

(1 member appointed between the Mayors)

2300 N. 158<sup>th</sup> St. PO Box 406, Basehor, KS 66007

Gene Myracle – [citysuper@cityofbasehor.org](mailto:citysuper@cityofbasehor.org)

913.724.2000

## Unincorporated Area of Leavenworth County

(1 member - appointed by the BOCC)

300 Walnut, Leavenworth, KS 66048

Stephanie Sloop- Planning & Zoning [ssloop@leavenworthcounty.gov](mailto:ssloop@leavenworthcounty.gov)

913.684.0465

## Hauler/Recycler of Leavenworth County

(2 members – appointed by the BOCC)

1119 Limit, Leavenworth KS 66048

Bobby Hancock – Brothers Disposal [brotherstrashman@gmail.com](mailto:brotherstrashman@gmail.com)

George Jacobs – G J Disposal [marion.jacobs@gmail.com](mailto:marion.jacobs@gmail.com)

913.775.3434

580.273.7230

## Designee of County Departments

(2 members - appointed by the BOCC)

300 Walnut, Leavenworth, Ks 66048

Tammy Saldivar -Solid Waste [tsaldivar@leavenworthcounty.gov](mailto:tsaldivar@leavenworthcounty.gov)

Zach Phillips – Emergency Management [zphillips@lvsheriff.org](mailto:zphillips@lvsheriff.org)

913.727.2858

913.680.2678

## Leavenworth County 2023 Solid Waste Committee Officers

**Chairperson** – Mike Spickelmier

**Vice Chairperson** – Gene Myracle

**Secretary** – Tammy Saldivar

# Leavenworth County Request for Board Action

**Date:** April 12, 2023

**To:** Board of County Commissioners

**From:** Connie Harmon, Director of Council on Aging

**Additional Reviews as needed:**

**Budget Review**  **Administrator Review**  **Legal Review**

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**Action Requested:**

Approval for the *Council on Aging* to renew for one year the contract with Accessible Solutions, Inc. for cloud-based client software.

**Recommendation:** Approval

**Background:** For the past year, Council on Aging staff has implemented *ServTracker*, available through **Accessible Solutions**, as the agency's client software. As a monthly subscription per user, *ServTracker* is a cloud-based software that provides the opportunity for the agency to have a single, comprehensive view of each client and the all programs/services each receives. Utilizing this software also allows opportunities for increased staff efficiency.

**Analysis:** This is a service contract for one year, beginning May 1, 2023 – April 30, 2024 with an annual cost of \$7,925.00 for 10 licenses. Staff has budgeted for this expense. This contract will automatically renew for one-year renewal terms.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:**

\$7,925 for FY 2023

**Additional Attachments:** Accessible Solutions, Inc. SaaS Services Agreement

## SAAS SERVICES AGREEMENT

This Software as a Service (SaaS) Services Agreement (the "**Agreement**") dated effective as of the date signed by both parties below (the "**Effective Date**") is between Accessible Solutions, LLC., with a principal address at 840 North Cocoa Blvd., Suite D. Cocoa, Florida, 32922 ("**Accessible Solutions**") and Leavenworth County Council on Aging, with a principal address at 711 Marshall Street, Suite 100, Leavenworth, KS 66048 ("**Customer**").

Customer desires to subscribe to access certain Accessible Solutions software, and Accessible Solutions desires to provide such access to Customer, subject to the terms and conditions of this Agreement. Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accessible Solutions and Customer agree as follows:

### AGREEMENTS:

#### 1. Definitions.

- (a) "**Confidential Information**" means the Software, Customer Data, either party's non-public business and technology information, trade secrets, Accessible Solutions' pricing, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records laws; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (b) "**Customer Data**" means any content, materials, data, and information that Users enter into the Software or that Customer derives from its use of the Software (e.g., Customer-specific reports), including protected health information ("**PHI**") and other personal information of individuals. Customer Data and its derivatives will not include Accessible Solutions' Confidential Information or intellectual property, such as report templates.
- (c) "**Documentation**" means Accessible Solutions' then-current user documentation for the Software, whether in electronic, printed or other form.
- (d) "**Order Form**" or "**Schedule A**" shall mean Accessible Solutions' Schedule A – Order Form specifying the price to Customer for the Software and/or other Services specified therein. An Order Form will often include an SOW and its various terms and conditions. Order Forms shall be governed by the terms of this Agreement. In case of

a contradiction between the terms of this Agreement and the terms of an Order Form, the terms of the Order Form will have priority.

- (e) "**Services**" means technical support, Software maintenance, consulting, training, professional services, and other services offered by Accessible Solutions to its customers as part of or in connection with the Software, including services for which Accessible Solutions may charge a separate fee.
  - (f) "**Software**" means Accessible Solutions' software provided as a subscription service and any associated online or downloadable software or components, as listed in Customer's Order Form, including Documentation and Software updates. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by Accessible Solutions as part of the Software.
  - (g) "**Third-Party Software**" means any third-party applications and software, whether open source or commercial, that are owned by entities or individuals other than Accessible Solutions and that may be incorporated into or interoperate with the Software.
  - (h) "**Users**" means individual employees and personnel of Customer and its affiliates who are authorized by Customer to use the Software. Users may also include consultants or contractors of Customer who are using the Software solely for Customer's internal business purposes but shall not include competitors of Accessible Solutions.
2. Grant of Rights. Accessible Solutions grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, solely for use by Customer's authorized Users, subject to the terms of the applicable Order Form. Accessible Solutions will provide Customer and its Users with online access to the Software and any related products and Services offered by Accessible Solutions that are made available online as part of the Software. The Software will be hosted either on Accessible Solutions' servers or the servers of a third party that is in the business of hosting web- or cloud-based applications. Use of the Software is subject to the following terms and limitations:
- (a) Use of Software. Use of the Software is limited to Customer's own internal business. Customer is granted the right to authorize Users to access and use the Software and related materials that Accessible Solutions makes available as part of the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement.
  - (b) Updates. Customer acknowledges and agrees that the Software and other materials made available by Accessible Solutions as part of its Services may be updated and modified from time to time by Accessible Solutions, in Accessible Solutions' sole discretion.
  - (c) Restrictions. Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it to build a competitive product or service, or copy any features, functions or graphics of the Software or Accessible Solutions' website. If any affiliates of Customer are using the Software pursuant to this

Agreement, Customer is responsible for ensuring its affiliates' compliance with the terms of this Agreement.

- (d) Users. Customer is responsible for ensuring that its Users comply with the applicable terms and limitations in this Agreement.
- (e) Third-Party Software. Any open source components of the Software are subject to the applicable third-party license or subscription terms; Accessible Solutions will use reasonable efforts to provide a list of such open source components and license terms to Customer upon request. Other Third-Party Software that is embedded in the Software or is provided by Accessible Solutions as an integrated part of the Software, is provided by Accessible Solutions to Customer pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Customer in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

### 3. Other Services.

- (a) Technical Support and Maintenance. Accessible Solutions will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software, in accordance with Accessible Solutions' then-current support policies [and the SLA].
- (b) Professional Services. Upon Customer's request and subject to a separate written Statement of Work ("**SOW**") or Order Form between the parties, Customer may purchase training, consulting services, or other professional Services from Accessible Solutions. All such Services are subject to the terms and conditions set forth in the applicable SOW or Order Form as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Order Form.

### 4. Ownership.

- (a) Accessible Solutions Ownership. Accessible Solutions owns and retains all right, title and interest in and to the Software, including the Software and Documentation, text, graphics, logos and images, Accessible Solutions' trademarks and service marks, website and its contents, any custom developments, Software updates, training and other written or electronic documents and materials produced by Accessible Solutions that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Customer by Accessible Solutions may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to Accessible Solutions.
- (b) Customer Ownership. As between the parties, Customer owns and shall retain all right, title and interest in and to all Customer Data, as well as the contents of any reports or forms generated by the Software that are specific to Customer. Accessible Solutions has the right to use, process and disclose Customer Data as necessary to provide the Services to Customer, to comply with legal obligations, and exercise its legal rights.

- (c) Usage Data. The Software tracks metadata and other statistical and usage data related to Customer's and Users' use of the Software ("**Usage Data**") and provides such data to Accessible Solutions. Accessible Solutions shall own such Usage Data, provided that any Customer Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Customer or any individual person. Accessible Solutions may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and Accessible Solutions' products and services generally.
- (d) Feedback. Accessible Solutions shall have a royalty-free, worldwide, irrevocable, perpetual license to use Customer's and Users' recommendations and other feedback and incorporate it into Accessible Solutions' software, products and services. Accessible Solutions shall exclusively own all right, title and interest in and to all software and intellectual property developed by it, regardless of whether it is based on or incorporates any such feedback.

5. Fees.

- (a) Fees. Customer's fees for access to the Software and for other services are set forth in the applicable Order Form and/or SOW (collectively, the "**Fees**").
- (b) Past Due Amounts. If any amounts owed by Customer are 30 or more days overdue, Accessible Solutions may, without limiting its other rights and remedies: (i) charge interest at the rate of 1% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and/or (iii) suspend Customer's and its Users' access to the Software until such amounts are paid in full.
- (c) Disputed Amounts. Customer will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Customer must notify Accessible Solutions of a disputed invoice within 60 days of the date of such invoice, or the right to dispute it will be waived.
- (d) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Accessible Solutions' net income. If Customer is a tax-exempt entity, Customer must provide a tax-exemption certificate to Accessible Solutions.
- (e) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.

6. Term and Termination; Suspension.

- (a) Term. This initial term of this Agreement is as stated in the applicable Order Form, subject to prior termination as set forth below. After such initial term, this Agreement will automatically renew for additional 12 month renewal terms. Customer must notify Accessible Solutions of its intention not to renew at least 30 days prior to the expiration of the then-current initial or renewal term. Accessible Solutions must notify



Customer of its intention not to renew at least three (3) months prior to the expiration of the then-current initial or renewal term.

- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to 30 days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
  - (c) Effect of Termination. Upon the effective date of expiration or termination of the Agreement: (i) Customer's right to use the Software and all Accessible Solutions Confidential Information will end; (ii) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement; and (iii) any SOW not fully completed at the time of termination shall terminate automatically, unless otherwise agreed by the parties in writing. Termination shall not relieve Customer of its obligation to pay all charges that accrued prior to such termination. Sections 2(c), 2(d), 4, 5, 6(c), 7, 8, 11, 12 and 15 will survive termination of this Agreement, together with such other sections or terms as by their meaning or intent should survive termination.
  - (d) Suspension of Software Access. Accessible Solutions may suspend Customer's and its Users' access to the Software if Customer is in material breach of this Agreement, including any non-payment of fees, subject to 7 days' prior written notice and opportunity to cure such breach. Accessible Solutions may also immediately suspend Customer's or a User's access to the Software, without prior notice, if continued use creates a substantial risk to the security or integrity of the Software or may result in material harm to the Software, Accessible Solutions, or other customers of Accessible Solutions. Accessible Solutions will promptly notify Customer of the suspension. Accessible Solutions will limit the suspension in time and scope as reasonably necessary under the circumstances. Accessible Solutions shall have the right to monitor use of the Software to verify compliance with the Agreement.
7. Confidential Information. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection.
8. Customer Data and PHI.
- (a) Customer Data. Customer is responsible for entering Customer Data into the Software and ensuring such Customer Data is complete and accurate and that Customer has the legal right to share the Customer Data (including PHI and personal data) with Accessible Solutions. Customer grants to Accessible Solutions a non-exclusive right to

process Customer Data solely to provide Services to Customer and support the Software. Customer owns its data hosted by Accessible Solutions.

- (b) Personal Data and PHI. Customer will collect and maintain all personal data and PHI contained in the Customer Data in compliance with applicable data privacy and protection laws and regulations. Accessible Solutions will protect PHI in accordance with the terms of the BAA attached as Schedule B or such other BAA as the parties may agree to in writing.
- (c) Reasonable Safeguards. Each party will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in its control, including Personal Data. Customer will also maintain commercially reasonable safeguards and standards for the security of access to the Software and Users' passwords.

9. Customer's Warranties. Customer represents and warrants to Accessible Solutions that:

- (a) the Customer Data and any other materials or information provided by Customer to Accessible Solutions in connection with this Agreement will not violate any third party's privacy or intellectual property rights; and that Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data and PHI, into the Software and provide such Customer Data to Accessible Solutions; and
- (b) Customer and its Authorized Users will use the Software only in a manner that does not violate any law or regulation.

10. Accessible Solutions Warranties and Disclaimers.

(a) Accessible Solutions Warranties. Accessible Solutions warrants to Customer as follows:

- (i) during the Term, the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation; and
- (ii) Accessible Solutions will: (i) perform the Services in a professional manner consistent with the standards of Accessible Solutions' industry using appropriately trained and qualified personnel; and (ii) perform the Services in compliance and in accordance with the provisions of this Agreement and the applicable SOW(s) and Schedule(s) in all material respects. Customer must report any breach of warranty to Accessible Solutions in writing within 60 days of the earlier of Accessible Solutions' completion of the Services or Customer's discovery of the defect in the Services. Customer's sole and exclusive remedies and Accessible Solutions' entire liability for breach of this warranty will be: (i) to re-perform the defective Services; or (ii) if such re-performance does not occur or does not cure the breach, to refund the amounts paid by Customer for the defective Services.

(b) Exclusions. Accessible Solutions' warranty under Section 10(a)(i) will not apply if (i) the Software is not used in accordance with this Agreement or any applicable

Documentation; (ii) any non-conformity is caused by Customer, or by any product or service not provided by Accessible Solutions; (iii) without the direct involvement of Accessible Solutions personnel, the Software or parts of the Software are configured solely by Customer or a third party; (iv) Customer is not on a version of the Software for which Accessible Solutions provides maintenance and support; or (v) the Software was provided for no fee.

(c) Remedies. In the event of a breach of the warranty in Section 10(a)(i), Customer shall contact Accessible Solutions' designated support personnel within 30 days of Customer's discovery of the breach. Customer's sole and exclusive remedies and Accessible Solutions' entire liability for breach of this warranty will be: (i) at Accessible Solutions' option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (ii) if Accessible Solutions is unable or fails to cure the warranty breach within a reasonable time, Accessible Solutions or Customer may terminate this Agreement upon 15 days' prior written notice and Accessible Solutions shall refund Customer's prepaid subscription fees, from the date the Software was unable to perform as warranted. Any such termination by Customer must occur within three months of the initial occurrence of the warranty breach.

(d) Limitation of Warranties. **Except as expressly set forth herein or agreed in writing by an authorized official of Accessible Solutions, the Software and all other Accessible Solutions products and Services are provided "AS IS". Open source copyright holders have no liability to Customer for any reason. ACCESSIBLE SOLUTIONS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Accessible Solutions does not warrant that the Software or its Services are error-free. Accessible Solutions is not responsible or liable for any problems or interruptions in access to the Software due to issues with third-party hosting services or Internet service providers. Hardware, Third-Party Software, and hosting services are covered only by the manufacturers or third-party software or service provider's warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 14.**

11. Indemnification.

(a) Accessible Solutions Indemnity. Accessible Solutions shall defend Customer against or settle at its option any suit or proceeding alleging that the Software infringes any third party copyright or patent that has issued as of the Effective Date, and indemnify Customer against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement. If the Software is finally held or believed by Accessible Solutions to infringe or its use by Customer is enjoined, Accessible Solutions may obtain a license or grant of rights under the rights that have been infringed, modify the Software so it is noninfringing or provide to Customer a substitute Software that is noninfringing. If the foregoing

options are not commercially reasonable, Accessible Solutions may terminate the right to access the affected Software upon written notice to Customer, and in such event shall refund any prepaid and unearned fees. Accessible Solutions shall have no liability for infringement based upon (i) modification of the Software by any party other than Accessible Solutions, (ii) infringement by any Third-Party Software or other third-party product (even if integrated into the Software or otherwise provided to Customer by Accessible Solutions), (iii) the combination or use of the Software with any other software, product, equipment, or process not furnished by Accessible Solutions (including any materials provided by Customer), (iv) arising out of Accessible Solutions' compliance with Customer's designs, specifications or instructions, or (v) use of the Software in a manner for which it was not designed or that violates the terms of this Agreement. **THIS SECTION STATES ACCESSIBLE SOLUTIONS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ACCESSIBLE SOLUTIONS IS NOT RESPONSIBLE FOR THE COSTS OF OBTAINING A SUBSTITUTE SERVICE OR PRODUCT.**

- (b) Customer Indemnity. Customer shall defend Accessible Solutions against or settle at its option any suit or proceeding alleging that the Customer Data infringes any third party privacy or intellectual property rights, or that Customer has violated any law or regulation in the manner in which it has used the Software, and indemnify Accessible Solutions against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement.
- (c) Indemnification Procedure. A party must (i) promptly notify the other party of any claim for which it believes it is entitled to be indemnified, (ii) grant the indemnifying party sole control of the defense of the claim and all related settlement negotiations, and (iii) provide the indemnifying party with the assistance, information and authority necessary to perform the above, at the indemnifying party's expense. The indemnified party may, at its option and expense, be represented by separate counsel in any such action.

12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY, OR ACCESSIBLE SOLUTIONS'S LICENSORS OR AFFILIATES, BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE OR SERVICES, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY. ACCESSIBLE SOLUTIONS'S AND ITS LICENSORS' AND AFFILIATES' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED (i) IN THE CASE OF CLAIMS ARISING OUT OF OR RELATED TO PROFESSIONAL SERVICES, THE TOTAL AMOUNTS PAID FOR THE SERVICES IN QUESTION; AND (ii) FOR ALL OTHER CLAIMS OR DAMAGES, THE AMOUNT OF SUBSCRIPTION FEES CUSTOMER HAS PAID TO ACCESSIBLE SOLUTIONS DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Accessible Solutions will not be liable for any damages caused by or relating to any**

**Software or Services provided for no fee. The Agreement allocates the risks between Accessible Solutions and Customer, and the fees for the Software and Services reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.**

13. Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Accessible Solutions may use Customer's name in customer listings or calls with its investors or affiliates, or at times mutually agreeable to the parties, as part of Accessible Solutions' marketing efforts (including reference calls and stories, press testimonials, site visits, and various conferences participation).
14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Accessible Solutions. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the parties.
15. General.
  - (a) Entire Agreement; Amendment. This Agreement, including the attached schedules and any related Order Forms and SOWs, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Accessible Solutions are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
  - (b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
  - (c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, excluding conflicts of law's provisions. If any dispute arises concerning this Agreement and/or Accessible Solutions' products or services, venue shall be laid in Salt Lake County, Utah. Utah state and federal courts shall have exclusive jurisdiction over any such dispute, and the parties hereby consent to the jurisdiction and venue of such courts. In lieu of resolving the dispute in a competent court in Utah, the parties, through written agreement, may agree to submit the dispute to binding arbitration by a single arbitrator, who must be a licensed attorney familiar with Utah law as well as software-related law, with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The arbitration will be held in Utah or may be held via a teleconference upon request of either of the parties. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. Either party must

initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

- (d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (e) Export Compliance. Customer may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate authorizations.
- (f) Notices. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with a return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or (ii) if sent by email, upon confirmation of receipt by non-automated means.
- (g) Independent Contractors. The parties are independent contractors. Customer is not an agent of Accessible Solutions and will not represent to any third party that it is an employee or agent of Accessible Solutions. Customer shall have no authority to enter into any contract on behalf of Accessible Solutions.
- (h) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.
- (j) Non-Solicitation. During the term of this Agreement and for a period of 12 months after the termination of this Agreement, unless Accessible Solutions gives its prior written consent, neither Customer nor any of its affiliates shall directly or indirectly solicit for

employment or offer employment to any individual who is then employed or engaged by Accessible Solutions or was so employed or engaged by Accessible Solutions within the prior 6 months. However, this Section shall not prohibit the use of any public and open job postings or advertisements not specifically directed to an employee of Accessible Solutions.

(k) Electronic Signatures and Delivery; Signature Authority. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. The person signing this Agreement and any related contract documents on behalf of Customer represents that he or she has the authority to bind Customer.

**Leavenworth County Council on Aging**

**Accessible Solutions, LLC**

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

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

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

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

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

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

# ACCESSIBLE SOLUTIONS SCHEDULE A – ORDER FORM AND STATEMENT OF WORK

Accessible Solutions Reference No.: LeavenworthCounty042023

Order Form and Statement of Work for Accessible Solutions Application(s) Subscription Service and Professional Services

**Between**

Accessible Solutions, LLC.  
840 North Cocoa Blvd., Suite D  
Cocoa, Florida 32922  
**(“Accessible Solutions”)**

**And**

Leavenworth County Council on Aging  
711 Marshall Street, Suite 100  
Leavenworth, KS 66048 **(“Customer”)**

**1. ORDER FORM AND AGREEMENT TABLE OF DOCUMENTS:**

This Schedule A – Order Form and Statement of Work (the **“Order Form”**) is an offer by Accessible Solutions. When signed and returned to Accessible Solutions by Customer on or prior to the offer expiration date below, it becomes a binding agreement for the Accessible Solutions Subscription Service and applicable Professional Services listed in this Order Form and is effective on the Effective Date designated in the SaaS Agreement.

**Offer Expiration Date: April 30, 2023**

This Order Form is governed by and is incorporated into the Agreement between the Parties, which consists of the following documents. However, if any terms and conditions of any of the other Agreement documents conflict with the terms and conditions of this Order Form, this Order Form will control. All documents listed in the following table are collectively referred to as the **“Agreement.”**

AGREEMENT DOCUMENTS	PURPOSE
<b>Schedule A – Order Form and Statement of Work (SOW) (collectively, “Order Form”)</b>	Defines what Customer has purchased from Accessible Solutions, whether the Subscription Service or Professional Services or both, and some of the various terms and conditions for those purchases, particularly financial terms and Subscription Term dates for the Subscription Service. The SOW portion defines the applicable Professional Services ( <b>“Services”</b> ) that Accessible Solutions shall provide to Customer that are subject to the terms and conditions of the Agreement.



<b>SaaS Services Agreement (the "SaaS Agreement")</b>	Defines the general terms and conditions applicable to the Subscription Service as well as the terms and conditions for all applicable Professional Services that Accessible Solutions shall perform for Customer.
<b>Exhibit A Service Level Agreement (SLA)</b>	Defines the service level agreements for the Subscription Service, including Application(s) maintenance and support offerings.
<b>Exhibit B - Business Associate Agreement (BAA)</b>	Defines the terms and conditions for how Accessible Solutions will handle all PHI that Accessible Solutions may receive or access from Customer, subject to HIPAA.

Customer has had the opportunity to review the referenced Agreement documents prior to executing this Order Form. All capitalized terms used and not defined in this Order Form have the same meanings as stated in the SaaS Agreement.

## **2. ACCESSIBLE SOLUTIONS APPLICATION(S) AND PROFESSIONAL SERVICES:**

**2.1 AUTHORIZED ADMINISTRATORS AND CUSTOMER LOCATION:** Customer will specify system administrator contacts for system notices as stated in the Agreement, as well as a contact for order confirmation. Customer has provided its primary access location as the one listed in the Signatures page herein. This is the primary (but not the only) location from which Customer and its Authorized Users will access the Application(s). If Customer does not provide a primary access location, Accessible Solutions will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by Accessible Solutions for the determination of any applicable taxes.

**2.2 ACCESSIBLE SOLUTIONS APPLICATION(S) ORDER:** The Accessible Solutions Pricing Table within Section 2.5 herein provides the purchased Application Subscription Service(s), Usage Metrics, Subscription Term, and fees.

(A) For the SaaS services, the initial term of Customer's SaaS Agreement (the initial term together with any renewal terms is referred to as the "**Subscription Term**") will begin on the start date and will be effective until the end date specified below, unless otherwise renewed or terminated as set forth in the SaaS Agreement.

- (i) Customer's Subscription Term Start Date: May 1, 2023
- (ii) Customer's Subscription Term End Date: April 30, 2024

(B) The Subscription Term will automatically renew for one year renewal terms unless (i) Customer notifies Accessible Solutions of its intention not to renew at least one month in advance of the expiration of the then-current Subscription Term, or (ii) Accessible Solutions notifies Customer of its intention not to renew at least three months prior to the expiration of the then-current Subscription Term.

**2.3 EXCESS USE:** The Subscription Service and Customer's use of the Application(s) are subject to the terms and conditions of the Agreement, including the Usage Metrics stated herein. Any use of the Application(s) that exceeds the Usage Metrics will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form

to document subscriptions for additional Usage Metrics. Accessible Solutions may invoice and Customer will pay for excess use based on the applicable pricing specified in an Order Form.

**2.4 ACCESSIBLE SOLUTIONS PROFESSIONAL SERVICES:** When applicable, the Accessible Solutions Pricing Table in Section 2.5 on the following page shows the purchased Subscription Service(s), non-recurring Services, and fees. Accessible Solutions will provide the Services subject to the terms of this Order Form and the Agreement. Accessible Solutions' obligation to provide the Subscription Service and other Services will end upon expiration of the Subscription Term unless otherwise stated herein or within the Agreement.

**2.5 ACCESSIBLE SOLUTIONS PRICING TABLE:**

PRODUCT OR SERVICE	Unit Price	Months	Qty	PRICE Y1	TOTAL
<b>Annual Subscription Fees<sup>1</sup></b>					
ServTracker – Opt One Pricing (1-10 users)	\$66.04	12	10	\$7,925	\$7,925
<b>Total of Annual Software Fees</b>				<b>\$7,925</b>	<b>\$7,925</b>
<b>Annual Cost</b>				<b>\$7,925</b>	<b>\$7,925</b>

**3. PAYMENT AND INVOICES**

**3.1 FEES AND INVOICING:** Unless this Order Form states otherwise, when applicable, annual fees for the Application(s) Subscription Service following the first year of the Subscription Term will be invoiced by Accessible Solutions and paid by Customer per year in advance on a Net-30 payment schedule. Fees for all Services will be invoiced by Accessible Solutions and shall be paid by Customer within thirty (30) days of the date of the invoice, unless otherwise stated herein. Customer purchase orders are for administrative convenience and are not a condition of payment. Unless otherwise stated herein, payment for Subscription Service(s) fees is not dependent upon completion of any Services. Customer may not withhold any amounts due hereunder and Accessible Solutions reserves the right to cease work without penalty if amounts are not paid when due. Any late payment will be subject to any costs of collection and will bear interest at the rate of one (1) percent per month or a fraction thereof until paid. Accessible Solutions may provide invoices to an email address provided by Customer. Unless otherwise negotiated by the Parties, except for fee increases applied under Section 3.2, Subscription Service fees for renewal terms will be equal to the fees for the immediately preceding term for the same Application(s) and Usage Metrics. Pursuant to IRS guidelines, Customer will reimburse Accessible Solutions for all pre-approved (by Customer) and appropriately-documented travel costs and related expenses incurred by Accessible

Solutions in performing any Services. Prices quoted for Services for implementations may include two visits to Customer location(s); however, onsite visits may not be necessary for other types of Services. Onsite meetings will require reimbursement to Accessible Solutions for its reasonable and necessary costs of travel, which is generally \$1,500 (flat rate) for each visit, and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone calls, and the like. All non-local trips must be approved by Customer before commencing. Any applicable sales tax is to be paid by Customer.

**3.2 FEE INCREASES:** At the beginning of each renewal term, which follows the initial Subscription Term provided in Section 2.2(A) above, Accessible Solutions may increase fees to reflect annual increases in consumer and business prices or costs. This increase will not exceed 4.0% per annum unless Accessible Solutions provides at least sixty (60) days of notice of an increase exceeding 4.0% per annum before the next annual period of the Subscription Term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of Accessible Solutions' right to do so at a later date.

**3.3 PRICE AND INVOICES:** The first-year (a.k.a., "Y1") contract amount, pursuant to this Order Form is:

**\$7,925 – Due at Contract Execution**

As part of the contract process, Customer will supply Accessible Solutions a copy of its sales and use tax exemption certificate, when applicable. First-year contract fees will be invoiced according to the following payment schedule:

Year 1 User Licenses & Set-Up Fees:	<b>\$7,925</b>
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#### **4. STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES**

**4.1 SCOPE OF WORK PREAMBLE:** This Section 4 lists the contracted project Services associated with the Accessible Solutions product(s) that are in scope for Customer. For each of the Services listed in Section 4.2 and its subsections (if applicable), Accessible Solutions has estimated a number of Services hours. The total amount of Services hours for the project may not be exceeded without a change order and its associated pricing being mutually approved by the Parties as set forth in Sec. 4.5. For each of the Services provided, the hours may increase or decrease, based upon the requirements of the project engagement, but the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of pre-ordered Service hours for the project have been exhausted, Accessible Solutions will cease all Services work unless a mutually-approved change order is executed by the Parties for Accessible Solutions to provide additional Services. If Accessible Solutions has satisfactorily completed all project tasks without exhausting the total amount of Services hours for the project, Customer will receive a credit or refund (when applicable) for those remaining hours, or Customer will not be invoiced for those remaining hours.

Customer is required to promptly communicate with Accessible Solutions regarding project implementation matters. Customer's failure to do so may result in Customer being billed for

the remaining Service hours contracted for by Customer, as set forth in Section 3.3 of the SaaS Agreement.

Accessible Solutions' Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, as mutually approved by the Parties. Upon approval of a requirements document or project plan, this Order Form shall be amended, if appropriate, to ensure consistency with the requirements document or project plan or both. The Services to be delivered by Accessible Solutions for this engagement are provided in Section 4.2 below.

#### **4.2 SCOPE OF PROFESSIONAL SERVICES:**

N/A

##### **4.2.1 PROJECT MANAGEMENT SCOPE:**

**PLANNING:** Accessible Solutions project management responsibilities may include the following activities throughout the project life cycle:

- Creation of a Dropbox or SharePoint secure site to store data transfer information, discovery documentation, project plans, Customer workflows, forms and reports, and the like.
- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

**ORGANIZING:** With Customer's structure in mind, Accessible Solutions project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-off documents, including:
  - Configuration sign-off: Accessible Solutions sign-off required before final Customer testing begins;
  - Testing sign-off: Accessible Solutions sign-off required before Accessible Solutions can migrate to *Production*; and
  - Production readiness sign-off.

**LEADING:** Accessible Solutions project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and
- Setting team direction:
  - Coordinating activities across different organizational functions; and
  - Assigning resources appropriately.

**CONSULTING:** Accessible Solutions project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by:

- Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;
- Conducting weekly status meetings to discuss action items and tasks scheduled for completion in the upcoming weeks;
- Conducting weekly configuration/functional calls that may be driven by an Accessible Solutions project manager (PM) with Customer's PM receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the Accessible Solutions PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

#### **4.2.2 DATA CONVERSION (EXTRACT, TRANSFORM, AND LOAD) SERVICES:**

1. It is Customer's responsibility to map the data from its source system to Accessible Solutions' specifications. Accessible Solutions will not fix, map, or modify any incoming data.
2. Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load ("ETL") process has begun, the format cannot be changed. Requests for format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).
3. The task of validating the data is the responsibility of Customer. Accessible Solutions will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
4. Once Customer's system has gone live, Accessible Solutions will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
5. Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
6. Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of Accessible Solutions' resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.



#### **4.3 HIGH-LEVEL PROJECT ATTRIBUTES AND ASSUMPTIONS:**

- Application(s) will be deployed in U.S. English only.
- Accessible Solutions did not conduct a detailed scoping session to determine project scope; Accessible Solutions is assuming that the proposed project scope will meet Customer's requirements.
- Application(s) will be configured in *Test*, *Train*, and *Production* databases only.
- Customer will identify a small number of system administrators to support the software after the project described in this Order Form is complete; they will be responsible for ongoing employee data uploads and general user-support questions.
- When necessary, Customer's project manager ("**PM**") will work with Accessible Solutions to establish a project plan and manage issues and action items throughout the project.
- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.
- Unless otherwise stated within this Order Form, for any Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the Accessible Solutions Application(s), Customer is responsible for that field-mapping.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; Accessible Solutions does not provide change management services.
- This Order Form is based on current Application(s) features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

**4.4 MUTUAL COOPERATION:** Customer acknowledges that its Cooperation, as described in Section 12.10(b) of the Agreement, is essential to Accessible Solutions' timely performance of its Services. In the event of a suspension of this project for failure to provide Cooperation, Customer will have the option to engage Accessible Solutions to complete the project upon the execution of a mutually-approved Order Form and SOW subject to Accessible Solutions' then-current Services rates.

**4.5. PROJECT CHANGE CONTROL AND CHANGE ORDERS:** Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software features. Any such changes will require a change order, which either Customer or an Accessible Solutions team member will complete, using Accessible Solutions' change order form unless otherwise mutually agreed. Change orders may result in additional fees. Accessible Solutions may also

charge for the time required to scope complex requests. Accessible Solutions will advise Customer of the price estimate if a charge will apply.

If Customer initiates a change order request, Customer is required to complete the change order request and submit such change order request to Accessible Solutions for review. Accessible Solutions will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to Accessible Solutions.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. If either Party submits a change order to the other Party and the other Party does not approve the change order form in writing within ten (10) business days, the change order form will automatically expire unless the Party providing the proposed change order has extended the period of acceptance in writing. Upon written approval, the Accessible Solutions team will begin work on the requested change according to the agreed-upon schedule.

**4.6 ISSUE MANAGEMENT:** The goal of issue management is to prevent issues from having an adverse effect on the project. The resolution of an issue could affect any aspect of the project including scope, costs, benefits, risks, project organization, and schedule. It is critical to identify and document issues as early as possible, assign ownership, define follow-up dates, and track issue resolution. Accessible Solutions will track issues using a project issues log. High-impact issues could have an adverse impact on project schedule and overall success. The team should track high-impact issues closely. If an issue is categorized as high impact, the team should escalate it within the project structure so that it is visible to executive management and every effort is made to resolve it.

## SIGNATURE PAGE

The Parties agree that a facsimile of this Order Form shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original.

AGREED AND ACCEPTED:

**Leavenworth County Council on Aging**

**ACCESSIBLE SOLUTIONS, LLC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Leavenworth County Council on Aging

Accessible Solutions, LLC.

711 Marshall Street, Suite 100

840 North Cocoa Blvd., Suite D

Leavenworth, KS 66048

Cocoa, Florida 32922



## SCHEDULE B

### BUSINESS ASSOCIATE ADDENDUM

The parties to the Agreement, Accessible Solutions, LLC. (herein "Business Associate") and the Customer identified in the Agreement (herein "Covered Entity"), are committed to complying with applicable federal statutory and regulatory requirements relating to the access, use and disclosure of Protected Health Information (or "PHI"), including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards, collectively codified at 45 C.F.R. Parts 160, 162 and 164 (respectively the "Privacy Standards" and "Security Standards" ) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, as set forth in Subtitle D of the American Recovery and Reinvestment Act of 2009 ("HITECH").

To ensure such compliance, this Business Associate Addendum (or "BAA") sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") that is provided to, or created or received by, Business Associate from or on behalf of Covered Entity will be handled. Unless otherwise defined in this BAA, all capitalized words, like PHI, have the meanings set forth in the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164, as modified from time to time.

#### **1. Definitions.**

- a. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the American Recovery and Reinvestment Act of 2009, § 13400(5).
- b. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and regulations issued thereunder, as may be expanded by HITECH.
- c. "Protected Health Information" or "PHI" has the meaning given to Protected Health Information in the HIPAA Rules. For purposes of this BAA, "PHI" is limited to PHI that is provided, created, exchanged or received by or between Business Associate and Covered Entity.
- d. Other Terms. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (or "Electronic PHI"), Electronic Transactions Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Transaction, Unsecured Protected Health Information, and Use.
- e. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as then in effect or as amended.

**2. Scope.** This BAA sets forth the terms and conditions pursuant to which any and all PHI will be handled. Business Associate and Covered Entity will comply with all applicable laws, including those governing the creation, use, disclosure, access, storage, and maintenance of PHI.

**3. Duties and Responsibilities of Business Associate:** Business Associate agrees to:

- a. Use and Disclosure of PHI. Not Use or Disclose PHI other than as permitted or required by this BAA, as set forth in Section 4.a below, or as required by applicable law;
- b. Safeguards. Use reasonable and appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 and HITECH with respect to electronic PHI, to protect the security of all PHI against Security Incidents, prohibited Uses or Disclosures of PHI or other misuse of PHI, as required by the HIPAA Rules;
- c. Required Reporting. Report to Covered Entity, within thirty (30) days, any prohibited Use or Disclosure of PHI of which Business Associate becomes aware, by Business Associate, any of its employees, Subcontractors or agents, or any third party receiving or obtaining such PHI from or through Business Associate, including Breaches of Unsecured Protected Health Information, in addition to any other reporting obligations of Business Associate under the HIPAA Rules, as well as any Security Incident of which it becomes aware; provided, however, that the parties acknowledge and agree that from time to time Unsuccessful Security Incidents may occur, that this section constitutes notice to Covered Entity with respect to such incidents, and that no additional notice to Covered Entity is required for such incidents. "Unsuccessful Security Incidents" means any pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and/or comparable attacks or attempts, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Such reports will include a description of the PHI used or disclosed and the nature of the Use or Disclosure, to the extent such information is known by Business Associate;
- d. Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI or Electronic PHI on behalf of Business Associate agree to same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI or Electronic PHI; including the obligation to report to Business Associate any instances of which it is aware of violation of the agreement with respect to PHI or Electronic PHI;
- e. Individual and Third Party Requests. If Business Associate receives a request from an Individual or any third party to inspect, obtain a copy of, or amend PHI, Business Associate will forward such request in writing to Covered Entity within five (5) business days of receiving the request. Covered Entity will be responsible for making all determinations regarding the third party request for PHI; Business Associate will neither make such determinations nor release PHI to a third party pursuant to such a request, except if and to the extent required by the HIPAA Rules;
- f. Designated Record Sets. If Business Associate's services under the Agreement require it to maintain a Designated Record Set, then:

- (i) within ten (10) business days of Covered Entity's request to Business Associate for a copy of PHI, Business Associate will provide the requested PHI to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
  - (ii) Business Associate will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Accounting of Disclosures. Maintain and, within thirty (30) days of receiving a request, or sooner if Required by Law, make available the information required to provide an accounting of disclosures to either Covered Entity or the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, for a period of at least six (6) years following the date of termination of this BAA;
- h. Comply with Applicable Obligations of Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);
- i. Books and Records. Make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Neither Business Associate nor Covered Entity waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section 3.i; and
- j. Training. Business Associate will require each employee who will have access to PHI of Covered Entity, to comply with the restrictions and conditions applicable to Business Associate herein. Business Associate will train its employees who may have access to PHI regarding the terms and conditions of this BAA and their obligations under the HIPAA Rules.
- k. Electronic PHI. Business Associate will comply with the Security Standards and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf, as required by the Security Standards. Business Associate shall review and modify the security measures implemented in accordance with the above as needed to continue provision of reasonable and appropriate protection of Electronic PHI. Business Associate shall update documentation of such security measures in accordance with 45 C.F.R. § 164.316(b)(2)(iii) and shall designate a security officer and undertake appropriate training of its personnel in accordance with the Security Standards.
- l. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which the Department of Health and Human Services has established standards, Business Associate shall comply, and will require any Subcontractor it involves with the conduct of such

Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

**4. Permitted Uses and Disclosures by Business Associate.**

- a. Permitted Uses and Disclosures. Business Associate may only Use or Disclose PHI:
- (i) as required to perform services for Covered Entity as specified under the Agreement or other agreement between the parties;
  - (ii) for Business Associate's proper management and administration (including improving its services), 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;
  - (iii) to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, if so provided under the Agreement or otherwise agreed in writing by the parties; and/or
  - (iv) to create de-identified information, in accordance with the standards set forth in 45 CFR 164.514(a)-(c), and to use and disclose such de-identified information for any purpose permitted by law.
- b. Required Uses and Disclosures. Business Associate shall disclose PHI (i) when required by the Secretary of HHS under 45 C.F.R. Part 160, Subpart C to investigate or determine Business Associate' compliance with Subchapter C of 45 C.F.R., Subtitle A, and (ii) to Covered Entity, the individual or the individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524(c)(2)(ii) and (3)(ii) with respect to the individual's request for an electronic copy of his or her PHI.
- c. Access. Business Associate will make available PHI in accordance with 45 C.F.R. § 164.524, upon request from Covered Entity, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.
- d. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation of 45 C.F.R. § 164.502(b) if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with 45 C.F.R. § 164.502(b).

- e. Subpart E. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Section 4.a.

## **5. Obligations of Covered Entity.**

- a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Notice of Changes in Consent. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Notice of Restrictions. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Permitted Requests. Covered Entity will not request or require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

## **6. Term and Termination.**

- a. Term. The term of this BAA shall begin upon the effective date of the Agreement and shall continue in effect until terminated as provided herein and until Business Associate returns or destroys all PHI of Covered Entity.
- b. Termination at End of Business Association. This BAA will automatically terminate without further action of the parties upon the termination or expiration of the Agreement or the business association between Business Associate and Covered Entity.
- c. Termination for Cause. If either party materially breaches this BAA, the other party may terminate this BAA and, at its election, the underlying Agreement, subject to thirty (30) days prior written notice and opportunity to cure the breach.
- d. Effect of Termination. Within thirty (30) days of the termination of this BAA, Business Associate will either return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI that Business Associate still maintains in any form (including any information in the possession of any employee, Subcontractor or other agent of Business Associate). Upon request of Covered Entity, Business Associate will provide a certificate to Covered Entity acknowledging such destruction. Business Associate will thereafter retain no written, digital, back-up or other copies of any PHI of Covered Entity. Notwithstanding the foregoing, if the return or destruction of PHI upon termination is not feasible, Business Associate shall so inform Covered Entity and will continue to maintain the security and

privacy of such Protected Health Information in a manner consistent with the obligations of this BAA and as required by applicable law, for so long as Business Associate is in possession of such information. Business Associate will return or destroy such retained PHI as soon as is reasonably feasible. Business Associate may retain all de-identified information created prior to the date of termination of this BAA. The obligations of Business Associate under this Section 6 shall survive the termination of this BAA.

**7. Ownership.** As between the parties, all PHI is and will remain the property of Covered Entity.

**8. Miscellaneous.** The general terms of the Agreement, including Sections 9, 11 and 12, are incorporated into this BAA by reference. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

# Leavenworth County Request for Board Action

**Date:** April 12th, 2023

**To:** Board of County Commissioners

**From:** Community Corrections

**Department Head Approval:** Jamie VanHouten, Director

**Additional Reviews as needed:**

**Budget Review**  **Administrator Review**  **Legal Review**

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**A. Action Requested:** Approve applications for FY24 Juvenile Comprehensive Plan, FY24-FY25 JCAB Grant, and FY24 Non-Matching Juvenile Crime Prevention Community Grant

**Recommendation:** Approve applications for all three KDOC Juvenile Grant Funds.

**Analysis:** This is our second time applying for and third time receiving the Non-Matching JCPCG funds, this is our fourth year requesting JCAB funds, and our Juvenile Comp Plan is our standard annual grant.

**Alternatives:** N/A

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** N/A

**Additional Attachments:** Completed Applications with Signatory Forms

GRANT 1:  
Leavenworth County  
JV Comprehensive Plan FY24  
(covers JISP/CM and JIAS)





**1st Judicial District Juvenile Services - LV**

Prepared by Leavenworth County Community Corrections  
for Kansas Department of Corrections FY2024 Juvenile Comprehensive Plan Grant

Primary Contact: Jamie VanHouten



## Opportunity Details

### Opportunity Information

Title

FY2024 Juvenile Comprehensive Plan Grant

Description

Pursuant to KSA 75-7038, the Kansas Department of Corrections is seeking applications for funding the development, implementation, operation, and improvement of juvenile community correctional services. Funding under this award will serve to support local community corrections agencies and service providers in promoting public safety, holding juveniles accountable for their behavior, and improving their ability to live more productively and responsibly in their community.

Awarding Agency Name

Kansas Department of Corrections

Agency Contact Name

Marie McNeal

Agency Contact Phone

785-230-6932

Agency Contact Email

marie.mcneal@ks.gov

Fund Activity Categories

Subjects

Funding Opportunity Number

J-FY2024-CPG

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/9dd812f8-fb1a-4c33-9144-1754d91c9e27>

### Funding Information

Funding Sources

State

Funding Source Description

Funds for this opportunity are appropriated by the Kansas State Legislature and distributed by the Kansas Department of Corrections.

Funding Restrictions

These funds may not be co-mingled with funds from other state or federal agencies or local funds. Refer to the KDOC Financial Rules, Guidelines and Reporting Instructions for other funding restrictions.

### Award Information

Award Period

07/01/2023 - 06/30/2024

### Submission Information

Submission Window



01/26/2023 8:00 AM - 05/01/2023 5:00 PM

Submission Timeline Additional Information

No applications will be accepted after the Submission Close Date.

Other Submission Requirements

To facilitate the review process, it is imperative that all funding requests submitted are complete, accurate and include the required signatory approvals. The Board of County Commissioners or Governing Authority for the applicant/administrative county must review and approve the application prior to submission to KDOC. Incomplete applications will not be considered for funding unless or until all deficiencies have been corrected to KDOC's satisfaction.

**Question Submission Information**

Question Submission Additional Information

For questions or assistance with the requirements of this funding opportunity, the Community Corrections Program Director should contact their KDOC Regional Contact.

**Eligibility Information**

Eligible Applicants

- County Governments

Additional Eligibility Information

Any county or group of cooperating counties operating a community correctional services program is eligible to apply for Community Corrections Act funding. However, pursuant to KSA 75-7043, no county or group of cooperating counties shall be qualified to receive grant funding unless and until the comprehensive plan for such county or group of cooperating counties is approved by the secretary of corrections. Additionally, in order to remain eligible for Juvenile Justice Act funding, a county or group of cooperating counties shall substantially comply with the operating standards established by the secretary of corrections.

**Award Administration Information**

State Award Notices

Award notifications will be made to the Board of County Commissioners of the applicant/administrative county or the Governing Authority Chairperson on or before July 1, 2023.

Awards will be based on the criteria specified in KSA 75-7053 and will be awarded to the Board of County Commissioners or Governing Authority for the applicant county. If the applicant is a group of cooperating counties then funding will be awarded to the administrative county identified in the group of cooperating counties' Inter-local Agreement.

Reporting

Award recipients will be required to complete and submit quarterly financial and outcome reports in accordance with the following timelines:

- Q1 (Jul-Aug-Sep) Due on/before: 10/31/2023
- Q2 (Oct-Nov-Dec) Due on/before: 01/31/2024
- Q3 (Jan-Feb-Mar) Due on/before: 04/30/2024
- Q4 (Apr-May-Jun) Due on/before: 07/31/2024



## **Project Information**

### **Application Information**

Application Name

1st Judicial District Juvenile Services - LV

Award Requested

\$557,901.13

Total Award Budget

\$557,901.13

### **Primary Contact Information**

Name

Jamie VanHouten

Email Address

[jvanhouten@leavenworthcounty.gov](mailto:jvanhouten@leavenworthcounty.gov)

Address

520 S 2nd St  
Leavenworth, KS 66048

Phone Number

(913) 684-0775



## Project Description

### Agency Profile - Juvenile

#### Agency Leadership

Administrative Contact Name

Jamie VanHouten

Administrative Contact Address Line 1

520 S. 2nd Street

Administrative Contact Address Line 2

Administrative Contact City

Leavenworth

Administrative Contact State

Kansas

Administrative Contact Zip Code

66048

Administrative Contact Phone Number

9136172371

Administrative Contact Email Address

jvanhouten@leavenworthcounty.gov

Does agency leadership include an Executive/Administrative Director? This question is not intended to capture information regarding the County Administrator but rather a secondary level of leadership within the agency.

- Yes  
 No

Which governing authority has direct oversight of the community corrections agency, to include hiring/firing of staff?

- Board of County Commissioners (BOCC)  
 Governing Board

For multi-county agencies, please provide contact information for the host/administrative county BOCC Chairperson.

BOCC Chairperson Name

Vicky Kaaz

BOCC Chairperson Address Line 1

300 Walnut Street

BOCC Chairperson Address Line 2

BOCC Chairperson City

Leavenworth

BOCC Chairperson State

KS

BOCC Chairperson Zip Code

66048

BOCC Chairperson Phone Number

9136840417



BOCC Chairperson Email Address  
vkaaz@leavenworthcounty.gov

**Agency Locations**

Main Office

Main Office Address Line 1  
520 S 2nd Street

Main Office Address Line 2

Main Office City  
Leavenworth

Main Office State  
KS

Main Office Zip Code  
66048

Does your agency operate any satellite offices?

- Yes
- No

**Agency Personnel**

Does your agency have more than 25 employees?

- Yes
- No

Utilize FY24 Form-PERSONNEL to provide employee specific information. This form should include all employees (adult and juvenile) whose wages are paid, (solely or in part) from state grant funds.

FY24 Form-PERSONNEL Less than 25.xlsx

Attach a completed copy of FY24 Form-PERSONNEL here.

FinalFY24 Form-PERSONNEL Less than 25.xlsx

**Organizational Chart**

Attach a copy of your agency's organizational chart.

FY24 LV Org Chart.docx

Example Organizational Chart

FY24 Example Organizational Chart.pdf

**Governing/Corrections Advisory Board**

Is this a joint board with the Adult Corrections Advisory Board?

- Yes
- No

Governing/Corrections Advisory Board Chairperson Name  
Dan Nicodemus

Governing/Corrections Advisory Board Chairperson Title  
Deputy Chief of Leavenworth Police

Governing/Corrections Advisory Board Chairperson Address Line 1  
601 South 3rd Street



Governing/Corrections Advisory Board Chairperson Address Line 2  
Suite 2055

Governing/Corrections Advisory Board Chairperson City  
Leavenworth

Governing/Corrections Advisory Board Chairperson State  
KS

Governing/Corrections Advisory Board Chairperson Zip Code  
66048

Governing/Corrections Advisory Board Chairperson Email Address  
dnicodemus@firstcity.org

Governing/Corrections Advisory Board Chairperson Phone Number  
9136802502

Utilize FY24 Form-CAB\_MEMEBERS to provide a current list of your agency's Governing/Corrections Advisory Board members.

FY24 Form-CAB\_MEMBERS.pdf

Attach a completed copy of FY24 Form-CAB\_MEMBERS here.

FY24 Form-JCAB\_MEMBERS.xlsx

**Host/Administrative County**

Does your agency operate as a single or multi-county entity?

- Single
- Multi-County

Name of the Host/Administrative County  
Leavenworth County

Host/Administrative County Financial Officer Contact Information

Host/Administrative County Financial Officer Name  
Janet Klasinski

Host/Administrative County Financial Officer Address Line 1  
300 Walnut Street

Host/Administrative County Financial Officer Address Line 2  
Suite 106

Host/Administrative County Financial Officer City  
Leavenworth

Host/Administrative County Financial Officer State  
KS

Host/Administrative County Financial Officer Zip Code  
66048

Host/Administrative County Financial Officer Phone Number  
9136840421

Host/Administrative County Financial Officer Email Address  
jklasinski@leavenworthcounty.gov



**Non-KDOC Funding Information**

Pursuant to KSA 75-7049, does your agency receive assistance from the county or counties within your judicial district?

- Yes
- No

**Instructions for documenting county assistance.**

**Single county agencies:** Include the following items when detailing what assistance is provided to the agency:

- Type of Assistance (Allocation or In-Kind)
- Assistance amount, expressed in whole dollars
- Description/purpose of assistance
- If contribution has been confirmed by the county or it is a pending request.

**Multi-county agencies:** In addition to the four bullet points above, include the name of the county.

**Example of documenting county assistance: Allocation - \$20,000 - Rent - Confirmed**

Document the county assistance your agency receives.

Allocation- \$383,000- Pays 10% of everyone's salaries, everyone's benefits, additional 1/2 adult ISO, 1/2 juvenile receptionist, on-going training, and juvenile detention costs for housing our youth in WYCO since our juvenile detention facility closed. We pay for all of those things with that funding.

Has or will your agency request funding from other sources (e.g., federal grants, private foundations grants, etc.) for FY24?

- Yes
- No

Describe your agency's projected funding requests. Response should include the source and amount of request.

KFAF opiate grant funds, enough funding to complete a sequential intercept map project to identify areas of the system for process improvement, but solicitations aren't out yet for criminal justice agencies.





### **Programmatic Changes**

Has the agency experienced significant changes, either positive or negative, which have directly impacted your program for FY23 (e.g., new, or discontinued program services, staff turnover, policy, or procedure changes, new or discontinued community services, etc.)?

Yes

No

## Agency Outcomes

### Juvenile Intake and Assessment System (JIAS)

What entity is responsible for operating JIAS in the applicant's judicial district? For this questions, Sub-Contracted Agency is defined as a private entity that is paid, through a contractual agreement, to provide Intake Services.

- Community Supervision Agency
- Sub-Contracted Agency
- Both

How many intakes were conducted in FY22?

203

How many youth who complete an intake in FY22 were referred for services?

177

Is law enforcement in the agency's judicial district utilizing the Notice to Appear (NTA) process pursuant to KSA 38-2330?

- Yes
- No

If your agency serves a multi-county district, are all counties utilizing the NTA process?

- Yes
- No

Provide a brief description of how the NTA process is working.

LEO contact JIAS, they make sure the youth isn't detainable but also just ensure we are aware youth contact was made. NTAs along with Offense Reports are sent to us and the county attorney's office. JIAS schedules youth for the intake when they call, or we reach out if they haven't called us after three business days. After 10 days we follow up with a letter. This process works for us.

### Intermediate Intervention Program (IIP)

Pursuant to KSA 38-2346, what entity is responsible for operating IIP in the agency's judicial district?

- Juvenile Intake and Assessment (JIAS)
- Community Supervision Agency
- Court Services
- Judicial District does not meet the statutory requirements of KSA 38-2346

Describe why the Judicial District does not meet the statutory requirements of KSA 38-2346.

As of 4/3/2023, we are currently not operating an IIP in Leavenworth County. However, policies and procedures for providing an IIP are in progress.

Has a copy of the district's signed IIP agreement been submitted to KDOC?

- Yes
- No

Attach a copy of the signed IIP agreement here.

grant prep.jpg

If your agency serves a multi-county district, are all counties participating in the IIP program?

- Yes
- No

List the counties that are not participating in the IIP program.

N/A- we do not currently offer IIP in Leavenworth.

What was the agency's rate for successful IIP completions in FY22? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).

0.00 %

Did the rate for successful IIP completions meet the agency's target goal for FY22?



- Yes
- No

Describe any gaps or barriers that contributed to the agency not achieving its FY22 successful IIP completion target goal.  
N/A- we do not currently offer IIP in Leavenworth.

Does the agency plan to address these gaps or barriers in FY24?

- Yes
- No

Provide a brief explanation why the agency will not be addressing these gaps or barriers in FY24.  
N/A- we do not currently offer IIP in Leavenworth.

Utilize Form-IIP to provide a breakdown of IIP cases by gender, race and ethnicity, if data is available.  
FY24 Form-IIP.xlsx

Attach a completed copy of Form-IIP here.  
grant joke.png

Of those youth whose IIP was extended, how many went to MDT?

Of those youth whose IIP was extended, how many were extended for evidence-based program completion?

Of those youth whose IIP was extended, how many were extended due to not satisfactorily completing their IIP?

Describe the successes/accomplishments of the IIP program to date.  
N/A- we do not currently offer IIP in Leavenworth.

Describe any challenges facing the IIP program that will be addressed in FY24.  
N/A- we do not currently offer IIP in Leavenworth.

### Juvenile Intensive Supervised Probation (JISP) and Case Management (CM)

KDOC was unable to obtain complete data regarding successful and unsuccessful probation completions for FY22. If applicant agency tracked this information locally, please complete the applicable questions in this section. If not, please skip to the questions regarding CBI Outcomes for FY22.

What was your agency's rate for successful probation completions in FY22? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).  
43.75 %

Did the rate for successful probation completions meet the agency's target goal for FY22?

- Yes
- No

Describe any gaps or barriers that contributed to the agency not achieving its FY22 successful probation completion target goal.

Barrier 1) Extremely short probation term limits which do not allow our agency to work with youth or their family long enough to positively impact behavior change.

Barrier 2) The lack of family/parent engagement and generational dysfunction which impacts whether supervision goals are being reinforced at home is very problematic.

Does the agency plan to address these gaps or barriers in FY24?

- Yes
- No

Provide a brief explanation why the agency will not be addressing these gaps or barriers in FY24.

Unfortunately, we cannot address issues related to our short probation terms. However, in FY23 we have begun efforts to engage parents and families more in their youth's supervision by offering parent project and strengthening families' programs to decrease household dysfunction and improve relationships. We feel this also assists in rapport building.



We plan to continue these efforts going forward in FY24.

Of the successful probation completions in FY22, how many discharged early due to earned discharge credit?

5

How many youth completing probation during FY22 met program hours in accordance with their YLS risk level per Standard CSS-04-103?

5

Did your agency offer in-house or contracted cognitive behavioral GROUP programming during FY22? This question does not address INDIVIDUAL CBI programming.

- Yes
- No

Utilize FY24 Form-CBIOUTCOMES to report cognitive behavioral GROUP program outcomes for FY21. CBI programming that is completed in a one-on-one manner should not be included in this form.

FY24 Form-CBI\_OUTCOMES.xlsx

Attach a completed copy of FY24 Form-CBI\_OUTCOMES here.

FY24 Form-JVCBI\_OUTCOMES.xlsx

How many youth who successfully completed a cognitive behavioral GROUP program are still on probation?

0

How many youth who successfully completed a cognitive behavioral GROUP program terminated probation successfully?

2

How many of the youth who successfully completed a cognitive behavioral GROUP program have had probation revoked?

0



## Agency Plan

### Organizational Needs

This section is available to applicants who desire to address critical needs that impact the entire agency. Examples might include plans to relocate office space, a need for additional space to deliver more on-site services or an agency-wide training initiative that would provide a means for staff/caseload specialization.

Does your agency have any organizational needs, excluding staffing levels or wages, that need to be addressed in FY24?

- Yes
- No

### Supervision

Utilize this section to describe how the agency will address its target population and any gaps or barriers that have been identified for FY24.

Does your plan include referrals to community-based services?

- Yes
- No

Which of the following risk/need areas can be addressed through referrals to community-based services? (Check all that apply)

- Attitudes/Orientation
- Education/Employment
- Family Circumstance/Parenting
- Peer Relations
- Personality/Behavior
- Substance Abuse

For each risk/need area that can be addressed through community-based referrals, describe the target population including risk level.

We refer all of our moderate to high risk youth who would benefit from community services for the following needs:  
Family/Circumstance- FFT, DCF, WIC, Catholic Charities, The Salvation Army, Interfaith Community of Hope, The Alliance Against Family Violence, DCCA, CASA  
Education- TRIO, Workforce Center, KCKCC, Riverside Resources for developmentally disabled  
Employment- Voc Rehab, Workforce Center, Connections to Success  
Peer Relations- Parks & Rec, YAC  
Substance Abuse- The Guidance Center, Mirror, Inc., HRADAC, DCCA, ACP  
Personality & Behavior- The Guidance Center, FFT  
Attitudes/Orientation- The Guidance Center

Does your plan include referrals to programs facilitated in-house or by contracted providers? If a contracted provider is utilized, a formal agreement (MOU or Contract) must exist between the entities.

- Yes
- No

Utilize FY24 Form-PROGRAMS to provide program details.

FY24 Form-PROGRAMS.xlsx

Attach a completed copy of FY24 Form-PROGRAMS here.

FY24 Form-LV Programs.xlsx

Does your plan include individual CBI programming (e.g., EPICS tools, Carey Guides, etc.)? (Work done one-on-one during office contacts)

- Yes
- No

Does your plan include staff trainings excluding those required by KDOC?

- Yes



No

Provide details regarding any confirmed or proposed staff trainings for FY243.

Training	Training Provider	Staff Positions being Trained	Target Training Date	Purpose of Training
How Being Trauma Informed Improves Criminal Justice Outcomes	Me (I am a SAMHSA GAINS Certified Facilitator for this curriculum)	Entire Staff	6/30/2024	Training to increase the understanding and buy-in for trauma informed approaches/care to align us with our responsivity principle of target interventions of EBP
First Aid/CPR	Health Department	Entire Staff	6/30/2024	CPR/Safety

Does your agency plan to utilize any assessments or screeners beyond those required by KDOC?

- Yes
- No

Does the agency plan to utilize any methods/strategies that have not already been identified?

- Yes
- No

**Racial/Ethnic Disparities (R/ED) (formerly Disproportionate Minority Contact)**

Describe any efforts made to identify and reduce racial, ethnic, geographic, and other biases that may exist within the following programs.

Juvenile Intake and Assessment System (JIAS). If applicant agency does not operate JIAS, please answer N/A for this question.

Currently, we are not tracking RED in-house, and we rely on Brock's reports. However, for geographic concerns, JIAS is able to partner with LEO to provide on-site JIAS NTA services at each local police station if transportation barriers arise. All Community Corrections JIAS staff are also going to be completing the Implicit Bias training from KDOC. For FY24 the agency plans to complete trauma-informed training as well. As always, we remain open to feedback in regard to any additional efforts we may need to take, to track this data and/or further reduce potential disparities within our program.

Immediate Intervention Program (IIP). If applicant agency does not operate the IIP program, please answer N/A for this question.

N/A

Juvenile Intensive Supervised Probation (JISP) and Case Management (CM)

Currently, we are not tracking RED in-house and we rely on Brocks reports. However, for geographic concerns, JISP/CM staff are able to conduct visits in the field and transport youth if transportation barriers arise. All Community Corrections JISP/CM staff are also going to be completing the Implicit Bias training from KDOC as part of their duty as a JIAS officer (our positions are dual). For FY24 the agency plans to complete trauma-informed training as well. As always, we remain open to feedback in regard to any additional efforts we may need to take, to track this data and/or further reduce potential disparities within our program.



### Delinquency Prevention Programs

Did your agency receive delinquency prevention funding in FY23?

- Yes
- No

Enter the amount of funding received in FY23.

\$39,557.54

Is your agency requesting delinquency prevention program funding for FY24?

- Yes
- No

What is the total amount of funding being requested for delinquency prevention programs in FY24?

\$39,557.54

Utilize FY24 Form-DEL\_PREV\_PROGRAMS to provide details for each program for which funding is being requested. A separate form must be completed and uploaded for each program that funding is being requested for.

FY24 Form-DEL\_PREV\_PROGRAMS.xlsx

Attach funding request 1 here.

FY24 Form-DEL\_PREV\_ATCOPROGRAMS.xlsx

Attach funding request 2 here.

FY24 Form-DEL\_PREV\_LANSINGPROGRAMS.xlsx

Attach funding request 3 here.

Attach funding request 4 here.

Attach funding request 5 here.

Attach funding request 6 here.

If funding is being requested for any additional programs, combine those requests into a single PDF document and upload it here.



## Monitoring and Evaluation

Who will be responsible for monitoring and evaluating the implementation, operation, and effectiveness of the agency's FY24 plan?

The director will be responsible for monitoring and evaluating the implementation and effectiveness of the FY24 Comprehensive Plan.

How often will evaluations of the implementation, operation, and effectiveness of the agency's FY24 plan occur?

Monitoring and evaluating is a continuous process that is on-going throughout the fiscal year. Data is compiled daily, and the director will address progress at regular monthly staff meetings. Official reports will be distributed quarterly and at the years end.

How will the outcome of these evaluations be documented and distributed to stakeholders?

This director utilizes the KDOC Quarterly Outcome reporting spreadsheet for monitoring goals and objectives. This information will be disseminated to stakeholders during JCAB meetings, BOCC quarterly update meetings, and then sent to KDOC on or before the respective due date.

If corrective action is required as a result of those evaluations, please describe the process for ensuring that is it addressed/responded to.

If a corrective action is necessary as a result of said evaluations, this director will utilize guidance from the JCAB, BOCC, our KDOC program consultant, and other vested stakeholders as appropriate to implement a corrective action plan with a timeline for resolution. At the end of the timeline, this director would then provide updates to the above listed entities as to the progress on said corrective action plan, and if goals of that plan are not met to satisfaction, further action would be taken.



## Goals and Objectives

### Form Modifications

**FY24 Form-CP\_QRTLY\_REPORTS has space for five (5) goals. If you wish to include more goals, please email a copy of the form to your program consultant and advise how many additional goal fields you will need. They will be able to add the fields and return the form to you for completion and submission with the application.**

Utilize FY24 Form-CP\_QRTLY\_REPORTS to create the goals, objectives and action steps necessary to implement and evaluate the agency's plan.

FY24 Form-CP\_QRTLY\_RPTS\_JUVENILE.xlsx

Attach a completed copy of FY24 Form-CP\_QRTLY\_RPTS\_JUVENILE here.

FY24 Form-CP\_QRTLY\_RPTS\_JUVENILE.xlsx



## **Collaborative Partnerships**

Collaboration is a mutually beneficial and well-defined relationship entered into by two organizations to achieve common goals. The relationship includes a commitment to: a definition of mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability for success; and the sharing of resources and rewards. (The Wilder Foundation (Griffith, 2000))

Partnerships established to achieve common goals through shared responsibility will help to ensure that every dollar the State distributes to local communities will bring to fruition outcomes that demonstrate support of public safety, and data that shows a reduction of risk within the supervision agency's target population.

Utilize FY24 Form-COLL\_PARTNERS to provide a list of existing collaborative partnerships  
FY24 Form-COLL\_PARTNERS.xlsx

Attach a completed copy of FY24 Form-COLL\_PARTNERS here.  
FY24 COLL\_PARTNERS.xlsx



### **Funding Considerations**

Complete FY24 Form-FUND\_COND\_JUV to provide the statutorily required funding considerations for your agency.

FY24 Form-FUND\_COND\_JUV.xlsx

Attach a completed copy of FY24 Form-FUNDCOND\_JUV here.

FY24 Form-FUND\_COND\_JUV.xlsx



## Agency Fees

### Current Fiscal Year Fees

Does your agency currently assess client fees?

- Yes
- No

Does your agency assess a supervision fee?

- Yes
- No

Does your agency assess a courtesy transfer fee

- Yes
- No

Does your agency assess a fee for drug screenings?

- Yes
- No

What is the amount of the fee for drug screenings?

\$10.00

How often is the drug screening fee assessed?

- One Time
- Weekly
- Monthly
- Per Screening
- Other

Since Other was selected as the drug screening fee frequency, please describe.

UA fees are assessed per individual and may be waived as an incentive, as this is the only fee paid to Community Corrections.

Does your agency assess a fee for drug screening confirmations?

- Yes
- No

What is the amount of the fee for drug screening confirmations?

\$25.00

How often is the fee assessed for drug screening confirmations?

- One Time
- Weekly
- Monthly
- Per Confirmation
- Only if Confirmation Result is Positive
- Other

Does your agency assess a fee for electronic monitoring devices?

- Yes
- No

What is the amount of the fee assessed for electronic monitoring devices?

\$5.00

How often is the fee for electronic monitoring devices assessed?

- One Time
- Weekly
- Monthly



Other

Since Other was selected as the electronic monitoring device fee frequency, please describe.

\$250 initial hook up fee. \$5 fee per day additional. Currently not operational.

Does your agency assess a fee for alcohol monitoring devices?

Yes

No

What is the amount of the fee assessed for alcohol monitoring devices?

\$5.00

How often is the fee for alcohol monitoring devices assessed?

One Time

Weekly

Monthly

Other

Since Other was selected as the alcohol monitoring device fee frequency, please describe.

\$250 initial hook up fee. \$5 fee per day additional. Currently not operational.

Does your agency assess any fees not already identified?

Yes

No

#### **Fiscal Year 2024 Fees**

Did your agency assess fees in FY23?

Yes

No

Will your agency assess the same fees in FY24?

Yes

No



## Budget Instructions

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS AND PAYMENTS.

### General Information

FY24 Planning Allocations-Juvenile Spreadsheet  
FY24 Final Planning Allocations - Juvenile.xlsx

**Agencies may only budget for FY24 expenditures that are state funded.**

**Budgeting for pre-paid future year expenditures is not allowed.**

**If budgeting for equipment or vehicles, the following figures outline the maximum amount KDOC will grant for the purchase of the specified item. If purchase price exceeds these cost caps, the difference between the cost cap and the purchase price must be paid from a non-KDOC funding source.**

- **Desktop Computer (CPU Replacement): \$1000.00**
- **Laptop Computer: \$1,400.00**
- **Monitor (22" flat panel): \$185.00**
- **Minivan or SUV: \$24,139.00**
- **Vehicle (mid-size car): \$19,392.00**
- **Vehicle (compact car): 17,069.00**

### Required Minimum Budget Allocation

• A minimum budget amount of \$500.00 is required of each Administrative County to assist Court Services in the implementation of client incentives, which is one element of Graduated Responses enacted by Senate Bill 367. This is current practice in some JISP and CM programs and is encouraged of all programs.

This item should be budgeted under Category: JISP-Client Incentives using the Line-Item Descriptor: JISP Client Incentives - Court Services

### Budget Categories and Line Items

#### Budget Categories:

- **Categories are pre-defined in Amplifund.**
- **No additional categories may be created by the applicant.**

#### Budget Line Items:

- **Applicants will enter line items, including the line item descriptor into the budget template in Amplifund.**
- **Applicants are required to utilize the pre-defined line item descriptors provided in the document attached below (FY24 Form-BUDGET\_CAT\_AND\_LINE\_ITEMS\_JUV).**
- **If additional line item descriptors are needed, agencies may create those when entering their budget. These will be reviewed upon receipt of the application and if questions arise, the applicant will be contacted for clarification.**
- **Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.**

The attached document provides the Budget Categories, Line Item Descriptors and Glossary. Please review it prior to creating your budget.

FY24 Form-BUDGET\_CAT\_AND\_LINE\_ITEMS\_JUV.xlsx

### Unallowable Costs

Applicants may not budget for the following costs with state grant funds.

- **Entertainment Costs:** Costs of entertainment including amusement, diversion, and social activities and any costs directly associated with such costs (i.e. tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).
- **Independent Audit Costs:** KDOC will not pay for the cost of independent audit work. These costs are the responsibility of the local entity.
- **Lobbying:** Grantee may not use KDOC funds for any activities aimed at influencing decisions regarding grants, contracts, cooperative agreements, etc.
- **Late Fees/Interest Charges:** Grantee cannot use KDOC funds to pay late fees, interest charges, or finance charges.
- **Food Purchases:** Food purchases are unallowable for employees unless approved by county policy.
- **Salary and Wage Costs:** Grantee may not fund bonuses or other financial incentives outside of a position's normal salary costs with KDOC grant funds. Grantees must demonstrate salaries for all positions are consistent with similar county-funded positions.
- **State general funds shall not be used in the purchasing of firearms/weapons, accessories or related trainings for employees or contract staff.**

### Payout Funds

Payout Funds Line Item(s):

**Costs should only be budgeted for these line items if local policy allows for existence of such a fund. If you wish to budget this as a line item in FY24, you must submit documentation of local policy, approval of the BOCC or Governing Authority and rationale for determining the amount budgeted.**

Is your agency budgeting for payout funds?

- Yes  
 No

### Supplanting

The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited. The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable; however, the grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

### Sign Here

The individual responsible for creating the budget is the individual who should enter their name below.

By entering my name below, I declare that I have reviewed the budget instructions provided by KDOC and have adhered to these instructions as I developed my budget as part of the application process.

Jamie VanHouten





### **Signatory Approval**

Utilize FY24 Form-SIG\_APPRVL\_JUV to obtain the required grant application signatory approvals.

FY24 Form-SIG\_APPRVL\_JUV.pdf

Attach the signed copy of FY24 Form-SIG\_APPRVL\_JUV here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency.



**Budget**

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
<b>J-CM Agency Operations</b>		
CM Building Insurance	\$446.00	\$446.00
CM Building Security	\$726.00	\$726.00
CM Copier Maintenance	\$200.00	\$200.00
CM Culligan Water Filtration	\$168.00	\$168.00
CM Rent	\$3,174.00	\$3,174.00
CM Shredding	\$134.00	\$134.00
CM Vehicle Insurance	\$643.24	\$643.24
CM Vehicle Maintenance	\$1,464.00	\$1,464.00
<b>Subtotal</b>	<b>\$6,955.24</b>	<b>\$6,955.24</b>
<b>J-CM Client Services</b>		
CM Client Incentives	\$500.00	\$500.00
CM Transportation Assistance	\$500.00	\$500.00
CM Vocational Education Services	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$1,500.00</b>	<b>\$1,500.00</b>
<b>J-CM Communications</b>		
CM Cell Phone	\$720.00	\$720.00
<b>Subtotal</b>	<b>\$720.00</b>	<b>\$720.00</b>
<b>J-CM Equipment</b>		
CM Vehicles	\$5,485.50	\$5,485.50
<b>Subtotal</b>	<b>\$5,485.50</b>	<b>\$5,485.50</b>
<b>J-CM Salary &amp; Benefits</b>		
CM Admin Benefits	\$5,267.16	\$5,267.16
CM Admin Salary	\$17,605.12	\$17,605.12
CM Non-Admin Benefits	\$13,271.62	\$13,271.62
CM Non-Admin Salary	\$39,187.20	\$39,187.20
<b>Subtotal</b>	<b>\$75,331.10</b>	<b>\$75,331.10</b>
<b>J-CM Supplies</b>		
CM Drug Testing Supplies	\$500.00	\$500.00



1st Judicial District Juvenile Services - LV  
Leavenworth County Community Corrections

	Grant Funded	Total Budgeted
CM Office Supplies	\$1,000.00	\$1,000.00
CM Postage	\$100.00	\$100.00
CM Printing	\$250.00	\$250.00
<b>Subtotal</b>	<b>\$1,850.00</b>	<b>\$1,850.00</b>
<b>J-CM Training</b>		
CM Fuel	\$100.00	\$100.00
CM Hotel	\$450.00	\$450.00
CM K-TAG/Tolls	\$60.00	\$60.00
CM Meals	\$264.00	\$264.00
CM Registration	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$1,374.00</b>	<b>\$1,374.00</b>
<b>J-CM Travel</b>		
CM Fuel	\$500.00	\$500.00
CM K-TAG/Tolls	\$60.00	\$60.00
<b>Subtotal</b>	<b>\$560.00</b>	<b>\$560.00</b>
<b>J-DEL_PREV Salary &amp; Benefits</b>		
DEL_PREV-2401-3-Non-Admin Salary	\$27,057.54	\$27,057.54
DEL_PREV-2401-9-Non-Admin Salary	\$12,500.00	\$12,500.00
<b>Subtotal</b>	<b>\$39,557.54</b>	<b>\$39,557.54</b>
<b>J-JIAS Agency Operations</b>		
JIAS Building Insurance	\$446.00	\$446.00
JIAS Building Security	\$726.00	\$726.00
JIAS Copier Maintenance	\$200.00	\$200.00
JIAS Culligan Water Filtration	\$168.00	\$168.00
JIAS Rent	\$3,174.00	\$3,174.00
JIAS Shredding	\$134.00	\$134.00
JIAS Vehicle Insurance	\$643.25	\$643.25
JIAS Vehicle Maintenance	\$1,464.00	\$1,464.00
<b>Subtotal</b>	<b>\$6,955.25</b>	<b>\$6,955.25</b>
<b>J-JIAS Client Services</b>		
JIAS Meals	\$1,000.00	\$1,000.00
JIAS Subsistence Assistance	\$1,500.00	\$1,500.00
<b>Subtotal</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>



1st Judicial District Juvenile Services - LV  
Leavenworth County Community Corrections

	Grant Funded	Total Budgeted
<b>J-JIAS Communication</b>		
JIAS Cell Phone	\$1,440.00	\$1,440.00
<b>Subtotal</b>	<b>\$1,440.00</b>	<b>\$1,440.00</b>
<b>J-JIAS Contractual</b>		
JIAS Contractual Intake Workers	\$12,350.00	\$12,350.00
<b>Subtotal</b>	<b>\$12,350.00</b>	<b>\$12,350.00</b>
<b>J-JIAS Salary &amp; Benefits</b>		
JIAS Admin Benefits	\$5,267.16	\$5,267.16
JIAS Admin Salary	\$17,605.12	\$17,605.12
JIAS Non-Admin Benefits	\$64,546.66	\$64,546.66
JIAS Non-Admin Salary	\$180,323.52	\$180,323.52
<b>Subtotal</b>	<b>\$267,742.46</b>	<b>\$267,742.46</b>
<b>J-JIAS Supplies</b>		
JIAS Office Supplies	\$2,000.00	\$2,000.00
JIAS Postage	\$100.00	\$100.00
JIAS Printing	\$250.00	\$250.00
<b>Subtotal</b>	<b>\$2,350.00</b>	<b>\$2,350.00</b>
<b>J-JIAS Training</b>		
JIAS Registration	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$500.00</b>	<b>\$500.00</b>
<b>J-JIAS Travel</b>		
JIAS Fuel	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$500.00</b>	<b>\$500.00</b>
<b>J-JISP Agency Operations</b>		
JISP Building Insurance	\$446.00	\$446.00
JISP Building Security	\$726.00	\$726.00
JISP Copier Maintenance	\$200.00	\$200.00
JISP Culligan Water Filtration	\$168.00	\$168.00
JISP Rent	\$3,174.00	\$3,174.00
JISP Shredding	\$134.00	\$134.00
JISP Vehicle Insurance	\$643.25	\$643.25
JISP Vehicle Maintenance	\$1,464.00	\$1,464.00
<b>Subtotal</b>	<b>\$6,955.25</b>	<b>\$6,955.25</b>



	Grant Funded	Total Budgeted
<b>J-JISP Client Services</b>		
JISP Academic Education Services	\$500.00	\$500.00
JISP Client Incentives - Court Services	\$500.00	\$500.00
JISP Client Incentives- Comm Corr	\$1,500.00	\$1,500.00
JISP Electronic Monitoring	\$1,500.00	\$1,500.00
JISP MH Treatment/Groups	\$1,000.00	\$1,000.00
JISP Sex Offender Treatment/Groups	\$500.00	\$500.00
JISP Subsistence Assistance	\$1,000.00	\$1,000.00
JISP SUD Treatment/Groups	\$500.00	\$500.00
JISP Transportation Assistance	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$7,500.00</b>	<b>\$7,500.00</b>
<b>J-JISP Communications</b>		
JISP Cell Phone	\$720.00	\$720.00
<b>Subtotal</b>	<b>\$720.00</b>	<b>\$720.00</b>
<b>J-JISP Equipment</b>		
JISP Vehicle	\$5,485.50	\$5,485.50
<b>Subtotal</b>	<b>\$5,485.50</b>	<b>\$5,485.50</b>
<b>J-JISP Salary &amp; Benefits</b>		
JISP Admin Benefits	\$5,267.16	\$5,267.16
JISP Admin Salary	\$17,605.12	\$17,605.12
JISP Non-Admin Benefits	\$21,061.09	\$21,061.09
JISP Non-Admin Salary	\$61,851.92	\$61,851.92
<b>Subtotal</b>	<b>\$105,785.29</b>	<b>\$105,785.29</b>
<b>J-JISP Supplies</b>		
JISP Drug Testing Supplies	\$500.00	\$500.00
JISP Office Supplies	\$1,000.00	\$1,000.00
JISP Postage	\$100.00	\$100.00
JISP Printing	\$250.00	\$250.00
<b>Subtotal</b>	<b>\$1,850.00</b>	<b>\$1,850.00</b>
<b>J-JISP Training</b>		
JISP Fuel	\$100.00	\$100.00
JISP Hotel	\$450.00	\$450.00
JISP K-TAG/Tolls	\$60.00	\$60.00



	Grant Funded	Total Budgeted
JISP Meals	\$264.00	\$264.00
JISP Reigstration	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$1,374.00</b>	<b>\$1,374.00</b>
<b>J-JISP Travel</b>		
JISP Fuel	\$500.00	\$500.00
JISP K-TAG/Tolls	\$60.00	\$60.00
<b>Subtotal</b>	<b>\$560.00</b>	<b>\$560.00</b>
<b>Total Proposed Cost</b>	<b>\$557,901.13</b>	<b>\$557,901.13</b>

**Revenue Budget**

	Grant Funded	Total Budgeted
<b>Grant Funding</b>		
Award Requested	\$557,901.13	\$557,901.13
<b>Subtotal</b>	<b>\$557,901.13</b>	<b>\$557,901.13</b>
<b>Total Proposed Revenue</b>	<b>\$557,901.13</b>	<b>\$557,901.13</b>

**Proposed Budget Detail**

See attached spreadsheet.

**Proposed Budget Narrative**

**J-CM Agency Operations**

**CM Rent**

1/3 of the Juvenile portion of rent. Amount is determined by Buildings and Ground department and based on \$4.25/sq foot which also includes maintenance, utilities, and janitorial.

**CM Building Security**

Split between adult and juvenile. 1/3 costs related to security camera maintenance, panic buttons, and armed security deputies if necessary. Amount based on square footage and set by the Sheriff's Office.

**CM Culligan Water Filtration**

Filtered water to the building to promote good health and reduce excuses for UAs. Split with Juvenile, \$1008 contract for the entire year.

**CM Shredding**

Secured shredding, based on weight. Costs are estimated and split between adult and juvenile.



**CM Copier Maintenance**

Contract with Canon for leased machine, maintenance, and copies.

**CM Building Insurance**

1/6 building insurance split between adult and juvenile.

**CM Vehicle Insurance**

1/6 of vehicle insurance for fusion and escape, plus 1/3 of the 15-passenger van insurance.

**CM Vehicle Maintenance**

Contract payment for leasing GPS and Cameras with monitoring for one year \$664 (required by county) and \$800 miscellaneous vehicle maintenance, oil changes, wipers, car washing, etc.

**J-CM Communications**

**CM Cell Phone**

1 cell phone at \$60 a month for a year.

**J-CM Equipment**

**CM Vehicles**

1/2 of remaining balance on 15-passenger van to help get our youth and former youth to and from programs/reduce transportation as a barrier to success.

**J-CM Salary & Benefits**

**CM Admin Salary**

10% director \$11311.04 10% business manager \$6294.08

**CM Admin Benefits**

10% director \$3,084.86 10% business manager \$2182.31

**CM Non-Admin Salary**

\$23512.32 SH \$15674.88 MI

**CM Non-Admin Benefits**

\$7962.97 SH \$5308.65 MI

**J-CM Supplies**

**CM Drug Testing Supplies**

1/2 of Juvenile drug testing supplies for the year.

**CM Postage**



1/3 of estimated juvenile postage cost.

#### **CM Printing**

1/3 of estimated juvenile printing costs

#### **CM Office Supplies**

Paper, Toner, staples, pens, general items needed for office supplies.

#### **J-CM Training**

##### **CM Registration**

\$500 budget for virtual training registration

##### **CM Hotel**

3 days at \$150 per day, approximate GSA daily rate for lodging

##### **CM Meals**

3 days of meals per diem at highest GSA rate of \$88 per day

#### **J-CM Travel**

##### **CM Fuel**

Fuel for field visits, transports, etc.

#### **J-DEL\_PREV Salary & Benefits**

##### **DEL\_PREV-2401-3-Non-Admin Salary**

Atchison Central School Program

##### **DEL\_PREV-2401-9-Non-Admin Salary**

Lansing Afterschool Program

#### **J-JIAS Agency Operations**

##### **JIAS Rent**

1/3 of the Juvenile portion of rent. Amount is determined by Buildings and Ground department and based on \$4.25/sq foot which also includes maintenance, utilities, and janitorial.

##### **JIAS Building Security**

Split between adult and juvenile. 1/3 costs related to security camera maintenance, panic buttons, and armed security deputies if necessary. Amount based on square footage and set by the Sheriff's Office.

##### **JIAS Culligan Water Filtration**

Filtered water to the building to promote good health and reduce excuses for UAs. Split with Juvenile, \$1008





contract for the entire year.

#### **JIAS Shredding**

Secured shredding, based on weight. Costs are estimated and split between adult and juvenile.

#### **JIAS Copier Maintenance**

Contract with Canon for leased machine, maintenance, and copies.

#### **JIAS Building Insurance**

1/6 building insurance split between adult and juvenile.

#### **JIAS Vehicle Insurance**

1/6 of vehicle insurance for fusion and escape, plus 1/3 of the 15-passenger van insurance.

#### **JIAS Vehicle Maintenance**

Contract payment for leasing GPS and Cameras with monitoring for one year \$664 (required by county) and \$800 miscellaneous vehicle maintenance, oil changes, wipers, car washing, etc.

### **J-JIAS Client Services**

#### **JIAS Meals**

Funds to provide meals for PPC youth who are in our custody for up to 72 hours at a time. We go out of our way to assure that youth are not being retraumatized while in our custody and do what we can to make their experience enjoyable. For example, kids love picking out their favorite snacks and being able to request comfort food for their meals. It allows them to feel that they have some sense of control and normalcy when they are experiencing so many unknowns staying at an office building for days at a time.

#### **JIAS Subsistence Assistance**

Hygiene products, diapers/pull-ups, undergarments, clothes, jackets, shoes, travel bags, etc.

### **J-JIAS Communication**

#### **JIAS Cell Phone**

2 cell phones at \$60 a month for 12 months.

### **J-JIAS Contractual**

#### **JIAS Contractual Intake Workers**

Stipend Pay for employees doing on-call rotations. \$225 per week totaling \$11,700 for the year, plus \$50 a day for each paid holiday (13) that is spent on-call.

### **J-JIAS Salary & Benefits**

#### **JIAS Admin Salary**

10% director \$11311.04 10% business manager \$6294.08



**JIAS Admin Benefits**

10% director \$3,084.86 10% business manager \$2182.31

**JIAS Non-Admin Salary**

This accounts for the nine individuals who have a portion of their salary paid out of the JIAS fund.

**JIAS Non-Admin Benefits**

Benefits for 9 individuals.

**J-JIAS Supplies**

**JIAS Postage**

1/3 of estimated juvenile postage cost.

**JIAS Printing**

1/3 of estimated juvenile printing costs

**JIAS Office Supplies**

Paper, Toner, staples, pens, general items needed for office supplies. JIAS requires NTA forms which we have printed and must distribute to our LEO, this can be costly if our population of NTAs increases.

**J-JIAS Training**

**JIAS Registration**

\$500 budget for virtual training registration.

**J-JIAS Travel**

**JIAS Fuel**

Fuel for taking vehicle to do off site intakes, transport, meet with LEO partners, etc.

**J-JISP Agency Operations**

**JISP Rent**

1/3 of the Juvenile portion of rent. Amount is determined by Buildings and Ground department and based on \$4.25/sq foot which also includes maintenance, utilities, and janitorial.

**JISP Building Security**

Split between adult and juvenile. 1/3 costs related to security camera maintenance, panic buttons, and armed security deputies if necessary. Amount based on square footage and set by the Sheriff's Office.

**JISP Culligan Water Filtration**

Filtered water to the building to promote good health and reduce excuses for UAs. Split with Juvenile, \$1008 contract for the entire year.



**JISP Shredding**

Secured shredding, based on weight. Costs are estimated and split between adult and juvenile.

**JISP Copier Maintenance**

Contract with Canon for leased machine, maintenance, and copies.

**JISP Building Insurance**

1/6 building insurance split between adult and juvenile.

**JISP Vehicle Insurance**

1/6 of vehicle insurance for fusion and escape, plus 1/3 of the 15-passenger van insurance.

**JISP Vehicle Maintenance**

Contract payment for leasing GPS and Cameras with monitoring for one year \$664 (required by county) and \$800 miscellaneous vehicle maintenance, oil changes, wipers, car washing, etc.

**J-JISP Client Services**

**JISP Subsistence Assistance**

Hygiene products, undergarments, clothes, jackets, shoes, backpack, etc.

**J-JISP Communications**

**JISP Cell Phone**

1 cell phone at \$60 a month.

**J-JISP Equipment**

**JISP Vehicle**

1/2 of remaining balance on 15-passenger van to help get our youth and former youth to and from programs/reduce transportation as a barrier to success.

**J-JISP Salary & Benefits**

**JISP Admin Salary**

10% director \$11311.04 10% business manager \$6294.08

**JISP Admin Benefits**

10% director \$3,084.86 10% business manager \$2182.31

**JISP Non-Admin Salary**

2 male AISP officers are paid 5% out of this budget each as they provide male UAs to male JISP clients. SH & MI also come out of this fund.



**JISP Non-Admin Benefits**

Benefits for CS, AW, SH, & MI.

**J-JISP Supplies**

**JISP Drug Testing Supplies**

1/2 of Juvenile drug testing supplies for the year.

**JISP Postage**

1/3 of estimated juvenile postage cost.

**JISP Printing**

1/3 of estimated juvenile printing costs

**JISP Office Supplies**

Paper, Toner, staples, pens, general items needed for office supplies.

**J-JISP Training**

**JISP Reigstration**

\$500 budget for virtual training registration.

**JISP Hotel**

3 days at \$150 per day, approximate GSA daily rate for lodging

**JISP Meals**

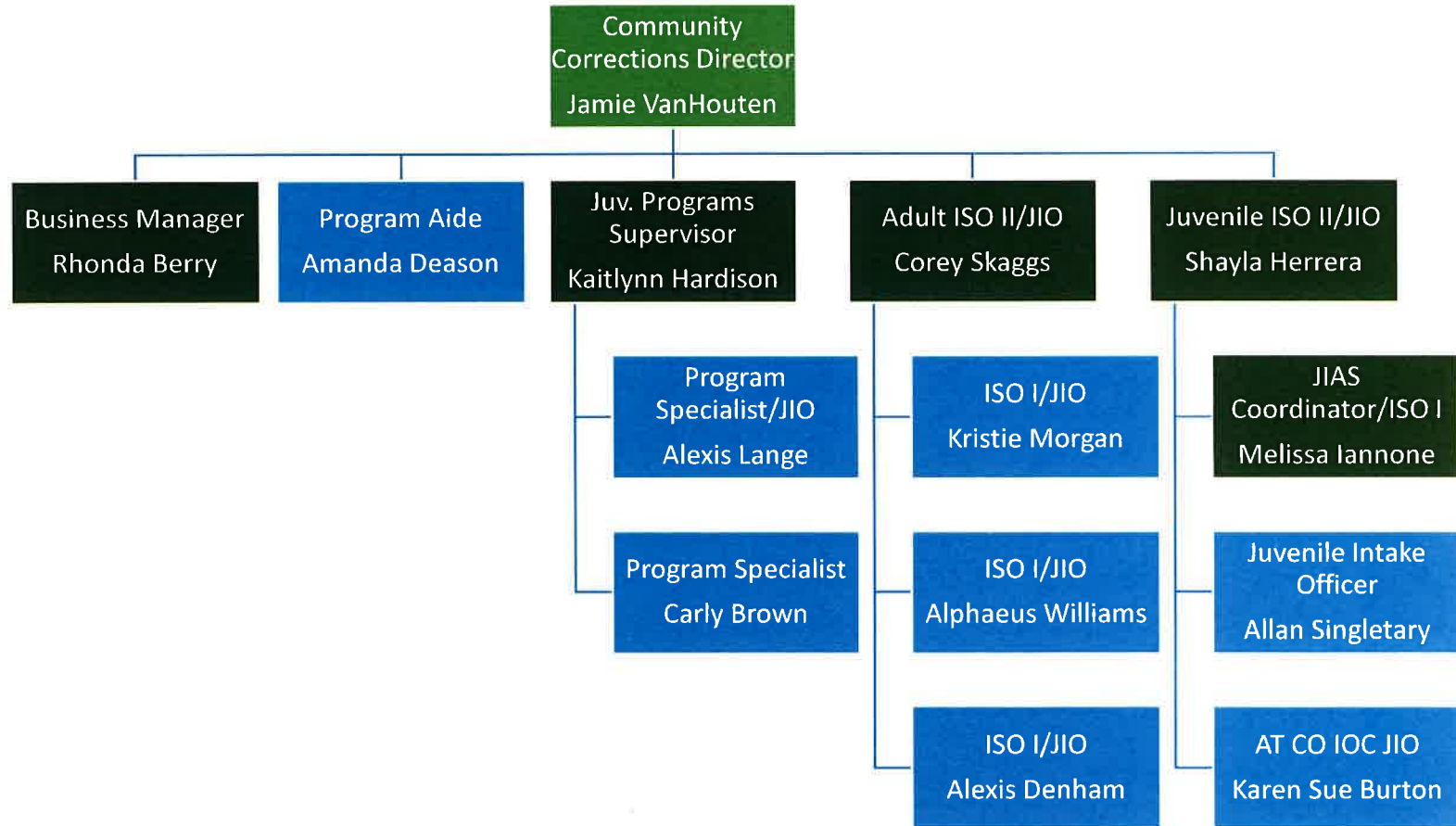
3 days of meals per diem at highest GSA rate of \$88 per day

**J-JISP Travel**

**JISP Fuel**

Fuel for field visits, transports, etc.

# FY24 ORGANIZATIONAL CHART



**Governing/Corrections Advisory Board**

**Instructions:**

In the Ethnicity column, enter the most accurate, (e.g., Hispanic (H), Non-Hispanic (N)).

In the Race column, enter the most accurate, (e.g., American Indian or Alaskan Native (I), Asian or Pacific Islander (A), Black (B), White (W)).

<b>Chairperson Contact Details</b>		Appointed By	Representing	Gender	Ethnicity	Race
Name:	Dan Nicodemus	Statute	LEO	M	N	W
Title:	Deputy Chief of Leavenworth Police					
Address 1:	601 S. 3rd Street					
Address 2:	Suite 2055					
City/State/Zip:	Leavenworth, KS 66048					
Phone Number:	9136802502					
Fax Number:	9136801331					
Email Address:	dnicodemus@firstcity.org					

**Membership List**

Appointed By	Representing	Member Name	Job Title	Gender	Ethnicity	Race
Statute	Sheriff/LEO	Jack Laurie	ATCO Sheriff	M	NH	W
Chief Judge	Juvenile Defense	Robert Steffen	Attorney	M	NH	W
Statute	County Attorney	Ashley Hutton	CINC prosecutor	F	NH	W
Chief Judge	Judiciary	Joan Lowden	Judge	F	NH	W
Chief Judge	Court Services	Linda Huggins	CSO I	F	NH	W
City- LV	General	Kelly Meyer	CASA	F	NH	W
City- LV	General	Vickie Kaaz	LVCO Commissioner	F	NH	W
BOCC- LV	General	Doug Smith	LVCO Commissioner	M	NH	W
BOCC- LV	Education	Theresa Carroll	Leavenworth HS	F	NH	W
BOCC- LV	Mental Health	Adam Buhman-Wiggs	The Guidance Center	M	NH	W
BOCC- LV	General	Aimee Bateman	Attorney	F	NH	W
BOCC- LV	General	Willie Williams	CSO II	M	NH	B
City- AT	General	Latisha Downing	Central School	F	NH	B
BOCC- AT	General	Dr. Allen Reavis	ATCO Commissioner	M	NH	W
BOCC- AT	General	Vacant	Vacant			
BOCC- AT	General	Tom Weishaar	Chief CSO	M	NH	W

## Group CBI Program Outcomes – FY2022

Instructions:

**Table I-Closed CBI Groups:** use this table to report outcomes for closed CBI groups which **completed** a cycle in FY2022.

**Table II- Open CBI Groups:** use this table to report outcomes for open CBI groups that **began** a cycle during FY2022.

**Program Name:** list the name of the cognitive behavioral curriculum/program that was offered.

**Provider:** list your agency name if the program is facilitated by staff within your agency or the name of the provider if you have contracted with an outside source.

**% Successful:** use this column to report the number of successful completions during the FY2022 cycle (# Successful / Total Admissions = %).

### Table I - Closed CBI Groups

Program Name	Provider	Total Admissions	Number Successful	Number Unsuccessful	% Successful
Cross Roads Anger Management	Kaitlynn Hardison	2	2	0	100.0%
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Existing or New Program	Program Name	In-House or Contracted Provider	Contracted Provider Name	Program Category	Primary Risk/Need Addressed	Target Population Including Risk Level	Program/Group Composition	Program/Group Schedule	Projected Number of Clients to be	Client Fee	Does CC Agency Assist with Fee	Fidelity Measures
New	Moral Reconciliation Therapy (MRT): Gregory Little, Ed.D. and Kenneth Robinson, Ed.D.	In-House	New Adult Cog Position	Evidence Based Cognitive Behavioral	Moral Reconciliation Therapy-MRT® is an effective systematic, cognitive-behavioral approach that treats a wide range of issues including substance abuse, domestic violence, trauma, parenting, job skills, and other issues. The programs are implemented in groups utilizing workbooks directly targeting specific issues.	Moderate to High Risk clients who struggle with violations due to criminal thinking errors and substance/alcohol use disorder	Open Groups, Gender Specific, Risk Specific	TBD- we will offer morning and afternoon/evening groups as needed based on what is the best fit for a clients schedule around work and other clinical treatment obligations	50	\$25.00	Can waive for indigent clients	Monthly Fidelity Calls with CCI MRT, Observation audits and facilitator coaching
New	Seeking Safety: Treatment Innovations, LLC.	In-House	New Adult Cog Position	Evidence Based Cognitive Behavioral	Seeking Safety is a present-focused therapy that helps clients attain safety from trauma (including PTSD) and substance abuse by emphasizing coping skills, grounding techniques, and education. Professionals state this should be used for the first 90 days of sobriety/recovery, individuals who have experienced trauma in the past and are struggling with addiction related issues, we believe this program will help clients stabilize and prepare them for MRT.	Individuals struggling with Alcohol or Substance Use Disorders, who have also experienced trauma, Moderate to High Risk	Flexible Modalities, Open Groups/Individuals, Can be responsive to gender and risk	TBD	50	\$0.00	N/A	We will use the fidelity scale "Seeking Safety Adherence Scale, Long Version" created by Treatment Innovations to audit, as well as have observations for facilitator coaching
Existing	The Parent Project; Ralph "Bud" Fry and Roger Morgan, Psy D.	In-House	current Juvenile facilitators	Cognitive Behavioral	Directly from their site "Our mission is to develop parent-training programs for parents raising difficult or out-of-control children. We are committed to providing highly effective programs that are affordable for every parent. At the Parent Project®, we believe that parents are the answer." By providing our probation parents with improved skills and coping mechanisms to address their kids problematic behavior, we hope to reduce their parental stress and decrease the likelihood that their youth will become justice or welfare involved.	All risk levels, parents struggling with youth who are at risk or already justice or welfare system involvement, those at risk due to parental stress	Closed Groups	TBD	75	\$ -	N/A	Pre & Post testing for parents, observations audits to provide facilitator coaching
Existing	Strengthening Families Programs: Strengthening Families	In-House	current Juvenile facilitators	Evidence Based Cognitive Behavioral	The Strengthening Families Program (SFP) is an evidence-based family skills training program for high-risk and general population families that is recognized both nationally and internationally. Parents and youth attend weekly SFP skills classes together, learning parenting skills and youth life and refusal skills.	All risk levels, parents struggling with youth who are at risk or already justice or welfare system involvement	Closed Groups	TBD	75	\$ -	N/A	Pre & Post testing for parents and children, it is \$350 for the surveys and for SFP coaches to evaluate them, observation audits to provide facilitator coaching
Existing	Cross Roads: National Curriculum & Training Institute, inc (NCTI)	In-House	current Juvenile facilitators & New Adult Cog Position	Evidence Based Cognitive Behavioral	We would like to offer JOBTEC, Larceny, Anger Management, and Cognitive Life Skills (the 16 hr version for individuals who don't need MRT). We believe Jobtec would be extremely beneficial as OWDS is no longer offered.	Moderate to High Risk clients matched to the appropriate Cross Roads curriculum based on their individual needs	Closed Groups, can be gender and risk specific but not required	TBD	50	\$20.00	Can waive for indigent clients	Pre & Post testing for parents, observations audits to provide facilitator coaching
New	Getting Motivated To Change- Texas Christian University Institute of Behavioral Research	In-House	New Adult Cog Position	Evidence Based Cognitive Behavioral	TIC-Motivation is based on 4 sessions focused on aspects of cognition that govern decisions to change behavior. It relies on visual-communication tools and related cognitive strategies to engage clients in discussions of this topic (see a related TCU intervention, Mapping the Journey). Participants are encouraged to make a commitment on a specific behavior or attitude they are willing to work on and report on to the group over the course of the intervention. It features a leader's script, with notes and suggested discussion questions for exploring the meaning of motivation and ways in which clients can develop it and put it into action. Information is explored from a strength-based perspective that encourages participants to consider goals on which they are willing to work. In addition to leader guides, handout materials for participants are included at the end of the session. Sections of the intervention include Motivation 101 Introduction, Art of Self-Motivation, Staying Motivated, and Making Motivation Second Nature. This intervention is a collection of materials for leading counseling sessions that address motivation and readiness for change.	Moderate to High Risk clients unable to move past pre-contemplation stages to illicit necessary changes vital to their success on supervision	Closed Groups can be gender or risk specific as needed.	TBD	50	\$ -	N/A	Altitudes/Orientations risk scores, tracking before and after scores to see if there are changes in this risk. Observational audits for fidelity to provide facilitator coaching.



### Delinquency Prevention Program Summary

**Program Name:** Atchison USD 409/Central School Prevention Program  
**Program Number:** P1601-3

**Is this program subcontracted to another agency/organization?**  Yes  No

If Yes, please provide the following information:

Agency/Organization Name:	Atchison USD 409/Central School Prevention Program
Address 1:	626 Commerical Street, Atchison, Kansas 66002
Address 2:	
City/State/Zip	Atchison, Kansas, 66002
Name of Contact Person:	Matthew J. Ramsey, Ph.D.
Contact Person Phone:	(913) 360-3382
Contact Person Email:	<a href="mailto:mramsey@targetcommunity.org">mramsey@targetcommunity.org</a>

Program Type	Number of Youth Served in FY22	Number of Youth to be Served in FY24
Primary Prevention	36	20
Secondary Prevention	27	208
Tertiary Prevention	65	93
<b>TOTAL</b>	<b>128</b>	<b>321</b>

**What is the programs intended purpose?**

- Antisocial behavior (e.g., reduced criminal activity, reduced violence, improved behavior, etc.)
- Family Relationship (e.g. improved family functioning, reduced out of home placements, reduced incidents of family violence, etc.)
- School Attendance (e.g., improved academic performance or attendance, reduced disciplinary actions/expulsions, etc.)
- Substance Abuse (e.g., reduced use of substances, education on risk of substance abuse, programming/treatment, etc.)

**Geographic area to be served:**

Atchison County.

<b>Target Population:</b>	
Demographics	During the reporting period for FY22, the students participating in the Atchison Central School program. Students were enrolled in 1st through 12th grade (7 years and 18 years), male (69%), and female (31%). Seventy-five percent of students were Caucasian, while 21% were African-American/Other, and less than 4% were hispanic. Students may have also
Eligibility Criteria	Students selected for the program will be Atchison County residents (USD 409 attendees) who have been identified as at-risk for school failure, at-risk for criminal behavior, or students who have already committed criminal behavior.
Referral Source(s)	All students enrolled at Atchison Central School, except adults seeking credit recovery, are included in this program. Referrals to Atchison Central School are made by Atchison High School and Atchison Middle School and then these referrals are reviewed by the Central School multi-disciplinary team. The expansion of the program will also allow for the referral of
<b>Services Provided:</b>	
<p>Academic programs include all academic classes, vocational programs include the opportunity to utilize the Highland Community College vocational program, social programs include the models listed below as well as the daily behavior management programs; therapeutic programs are implemented through partnerships with the Guidance Center to students in a highly individualized student-centered approach. Staff members work with students, their parents, and other invested community agencies to assess academic, behavioral/social, and occupational needs. Emphasis is placed on helping the student develop self-determination, personal responsibility, and pro-social behaviors. The goal of the program is to find creative approaches to both academic and social learning that will enable each student to develop the capacity to make pro-social choices in all phases of their life. Methods and models used towards the fulfillment of this goal include, but are not limited to, the following research-based initiatives: Professional Learning Communities, Effective Instructional Strategies, Differentiated Instruction, Positive Behavior Supports, Mandt, high school counseling services, college readiness/counseling. <input type="checkbox"/> Yes</p> <p>For those program participants not attending Atchison's Central School, a student support specialist will work with and monitor the progress of each program participant. The student support specialist will meet with students and families and coordinate referrals to, and participation in, existing community and school-based services. The student support specialist will track student progress and coordinate with the Program Director in the development of ongoing service plans for each student. The student support specialist may also provide reporting on student progress to any community-based agency by which the student receives other support.</p>	
<b>Is there a cost or fee associated with the program?</b>	
<input checked="" type="checkbox"/> No	
<b>If Yes, please explain:</b>	
N/A	

**Best Practices:**

School-Wide Multi-Tiered System of Supports/Response to Intervention: The law allows schools to use a process that assesses a child's response to scientific, research-based intervention to determine whether the child is making sufficient progress to meet age or State-approved grade-level standards. Kansas encourages schools to use a school-wide, multi-tiered model of support for all children including both academic and behavioral concerns. In Kansas, this is supported through the multi-tiered system of support (which includes both school-wide academic supports and school-wide positive behavior supports). The anticipated outcome for the youth is improved academic outcomes based on student-centered learning, as evidenced through grades on individual assignments, quarter and semester grade reports, and standardized test scores.

Positive Behavior Supports (PBS): "Positive behavior support is an application of a behaviorally-based, systems approach to enhance the capacity of schools, families, and communities to design effective environments that improve the link between research-validated practices and the environments in which teaching and learning occur. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve lifestyle results (personal, health, social, family, work, recreation) for all children and youth by making problem behavior less effective, efficient, and relevant, and desired behavior more functional." PBIS website (<http://www.kipbis.org>)

**Completion Criteria:**

Successful completion can be achieved through three different methods: earning the credits necessary to achieve a high school diploma; transitioning, to a less restrictive environment (when a student transfers away from the school and is placed in a typical K-12 building; non-alternative, non-detention.); or relocation and continued enrollment in a school program.

**Who is responsible for annual evaluations of the program and program operations?**

Internal Evaluator—School Principal, Student Support Specialist

External Evaluator—Program Director, School-District administration

<p><b>Describe the process utilized for monitoring and evaluating the program.</b></p> <p>The program is evaluated based on student attendance (monitored through the Power School program), student/parent satisfaction survey (administered by the student support specialist), student graduation rates (monitored by the school administrator), credit hour completion (monitored by the school administrator), and student transfer placements (monitored by the school administrative assistant). The goals are 92% average daily membership, positive results on the parent/student exit survey, high school graduation (if applicable), transfer to a school that is a less restrictive (non-detention) school, and the completion of 4 credits per grading period.</p> <p>Additionally, for students not attending Atchison's Central School, the program is evaluated based on student attendance (reported by individual school buildings), student graduation rates (reported by individual buildings), student transfer placements (reported by individual buildings), and student/parent satisfaction survey (administered by the student support specialist).</p>
<p><b>Measurable Outcome Statement (goal) that will allow for the evaluation of program effectiveness.</b></p> <p>Atchison County/Central School Prevention Program will increase student daily attendance by increasing the Average Daily Membership 82% to 85%.</p>
<p><b>What data will be measured to determine if the program has reached or is making progress towards it's Measurable Outcome Statement (goal)?</b></p> <p>Average Daily Membership (attendance averages) is maintained through the school data management software (PowerSchool). This is a single figure averaging the daily attendance of all student participating in the program to be reported quarterly and as a final average in the final grant report (June 2023).</p>
<p><b>Target date for when measured change (program effectiveness) is expected to be determined. This date should be within the grant award period (state fiscal year 2024)?</b></p> <p>Jun-24</p>
<p><b>What is the baseline?</b> <i>A baseline is a data reference from a previous achievement that the outcome is built upon. The baseline should be a concise measurement of the data, from the most recent complete fiscal year of data (ex. FY21), that measures the same thing the stated outcome proposes to measure in FY24.</i></p> <p>FY21 Average Attendance Rate</p>
<p><b>Please describe any efforts within the program to address racial, ethnic, geographic and other biases that may exist with the program.</b></p> <p>The program is designed to serve students who are engaged in court services and those who are deemed at-risk for future interaction with the court services. As program participation is defined by a set of behaviors on the behalf of the participant any racial, ethnic, economic, or social biases on the part of USD 409 and its employees are inherently eliminated.</p>

Delinquency Prevention Program Summary			
Program Name:	Lansing After School Village for Older Youth		
Program Number:	P2302-9		
Is this program subcontracted to another agency/organization?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please provide the following information:			
Agency/Organization Name:	USD 469		
Address 1:	220 Lion Lane		
Address 2:			
City/State/Zip	Lansing, KS 66043		
Name of Contact Person:	Nick Flynn		
Contact Person Phone:	913-727-1197		
Contact Person Email:	<a href="mailto:nick.flynn@usd469.net">nick.flynn@usd469.net</a>		
	<b>Program Type</b>	<b>Number of Youth Served in FY22</b>	<b>Number of Youth to be Served in FY24</b>
	Primary Prevention	40	40
	<b>TOTAL</b>	<b>40</b>	<b>40</b>
<b>What is the programs intended purpose?</b>			
<input type="checkbox"/> Antisocial behavior (e.g., reduced criminal activity, reduced violence, improved behavior, etc.)			
<input type="checkbox"/> Family Relationship (e.g. improved family functioning, reduced out of home placements, reduced incidents of family violence, etc.)			
<input checked="" type="checkbox"/> School Attendance (e.g., improved academic performance or attendance, reduced disciplinary actions/expulsions, etc.)			
<input type="checkbox"/> Substance Abuse (e.g., reduced use of substances, education on risk of substance abuse, programming/treatment, etc.)			
<b>Geographic area to be served:</b>			
Participants will be drawn from the student population of Lansing Public Schools, USD469 attending the Lansing Middle School. The attendance center serves a total of 650 students in grades 6 through 8 and is located mid Leavenworth County along the K-7 corridor. Lansing is one of a few growing-districts in Kansas and is projected to continue to grow through 2030			

<b>Target Population:</b>	
Demographics	Students who risk academic failure based on behavioral or situational variables are invited to participate in the program. For FY21, the program served 33 Lansing youth ages 11-14 and 40 students in FY23
Eligibility Criteria	Middle school students, ages 11-14, are identified by the administrative team, parents, teachers, and students themselves.
Referral Source(s)	Middle school students are referred by teachers, administrators, social workers, parents, para educators and the students themselves.
<b>Services Provided:</b>	
<p>The after-school program keeps students safe; strengthens academics; helps working parents; promotes bonding with school and community; promotes positive parental attentiveness; helps you establish positive norms, builds strong personal commitments; creates the desire to help others through service learning and develops positive ideals and future aspirations. Services provided to the students includes adult academic tutoring, adult led social skills development, and peer to peer supervised recreational time.</p>	
<b>Is there a cost or fee associated with the program?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, please explain:	

**Best Practices:**

The Lansing Village provides youth with a safe and positive environment during after school and out of school hours. Studies show that juvenile crime and “risky behavior” rates are at their peaks at these times, while many parents are at work. (OJJDP Model Programs Guide).

1)A start time of 3:20 improves student conduct and parental support because there isn’t any lag time between the end of school and program start time. Students move to the ASV (Afterschool Village) room when the bell rings as if it were the next class. Program ends at 5 pm. Not all students stay the entire time depending on parental scheduling. The program is flexible to fit student and family needs.

2)This afterschool program provides extended learning opportunities to help youth meet and exceed academic standards and develop important social, personal, civic, and employability skills. The program helps “level the playing field” for youth who are academically or developmentally delayed, while providing an opportunity for at or above-level students to broaden their skill sets. The balance of youth in the program who demonstrate pro social behaviors and academic success, alongside youth who are at-risk behaviorally and academically, provides valuable opportunities for youth mentoring and peer accountability.

The dedicated room for the program allows for a more relaxed setting, and the facilitator can construct the environment to meet the needs of the community service projects. Students have a feeling of community due to the stable relationship between adults, students and environment. During adolescence, young people become more independent and take on new responsibilities. A critical time for discovering new interests, middle school youth may no longer be engaged by the activities they enjoyed as children and begin to seek adventures and risk.

3)The facilitator regularly seeks volunteers to help with the program in addition to herself and two additional paid support persons. As we move forward at the end of the pandemic, two additional teachers will be added to the staff to grow the program and meet the needs of students impacted by COVID and quarantine. We are fortunate to have a certified special education teacher with a lot of experience in education leading the program and five additional staff members, three of them licensed teachers and two of them para educators from the middle school building who know the students.

4)Hopefully, students will be able to participate in a field trip each semester to build connectivity to school and community and to expand knowledge set for academic performance improvement. If the pandemic continues to impact field trips, then the field trip will come to the students in the manner of an outdoor learning experience.

Best practice research suggests four common components of effective after-school programs for middle school youth: 1) balance of independence and supervision, 2) a menu of choices, 3) adult-youth relationships, and 4) strong connections to family, school and community.

The After School Village utilizes all four best practice components and infuses a menu of Evidence Based Practices-active forms of learning, focused specific time and attention on skill development, and explicit, defined skills that are promoted across programming each day as well as across the school year.

**Completion Criteria:**

Students must demonstrate academic improvement (as demonstrated by a positive GPA gain in each grading period), successful social interactions at school and in the after-school program (decrease or zero behavior referrals to the office in each grading period), and improved attendance (10 or less absences for the school year). The grade point average (GPA), social interactions (behavior referrals) and attendance would be measured across the 2022-23 school year for each grading period-quarter and semester. Typically, the student would remain in the program for a semester; but with hard work, it is possible that a student could stabilize and show improvement in a 9-week quarter. Many students stay in the program for the entire school year.

**Who is responsible for annual evaluations of the program and program operations?**

The program facilitator, the building social working, the building principal, and the building vice principal (grant writer).

**Describe the process utilized for monitoring and evaluating the program.**  
The village team (as listed about) meets in the fall as school begins and in the spring in April/may to assess the program's areas of success and areas of improvement. The program facilitator prepares the quarterly reports, which are reviewed by the program director prior to submission. Adjustments are discussed with the building administration and are made quarterly to programming.

**Measurable Outcome Statement (goal) that will allow for the evaluation of program effectiveness.**  
Contact hours will be recorded by the agency and published through reports to the BOE and to JJA. Data will be used to evaluate program impact on youth and program sustainability. The program facilitator along with the Lansing middle School registrar will keep the internal records for the program. The building principal will keep copies of all JJA records. Program will be reviewed at the end of the school year along with the quarterly check point meetings to review programmatic and individual progress as part of the internal program evaluation.

**What data will be measured to determine if the program has reached or is making progress towards it's Measurable Outcome Statement (goal)?**  
Measured by USD469 student grade reports for participants at program admittance and exit. August and May benchmarks. Data will be used to measure program impact.

**Target date for when measured change (program effectiveness) is expected to be determined. This date should be within the grant award period (state fiscal year 2024)?**  
June 30th, 2024

**What is the baseline?** *A baseline is a data reference from a previous achievement that the outcome is built upon. The baseline should be a concise measurement of the data, from the most recent complete fiscal year of data (ex. FY21), that measures the same thing the stated outcome proposes to measure in FY24.*  
Previous years contact hours delivered to youth.

**Please describe any efforts within the program to address racial, ethnic, geographic and other biases that may exist with the program.**  
The Lansing Middle School addresses racial, ethnic and disability biases by working on behavior and social emotional learning skills that support reducing bullying, racism and other biases. Students work together in collaborative teams in order to address learning weaknesses by utilizing students strengths to assist each other. The purchase of academic games will support this effort.



Instructions:

If you need to enter more than five (5) goals, please contact your KDOC Regional Contact for assistance.

<b>Agency</b>	<b>Leavenworth County Community Corrections</b>		
<b>Goal #1</b>	<b>Achieve or maintain a success rate of 75% or higher; or improve last fiscal year's success rate by at least 3%.</b>		
<b>Objective #1</b>	<b>In FY24, increase success rate of probationers through continued training, fidelity audits, and coaching of staff.</b>		
<b>Target Date</b>	<b>6/30/2024</b>		
	<b>Action Steps</b>	<b>Person Responsible</b>	<b>Timeline/Due Date</b>
	Ensure staff have a strong foundational understanding of the 8 principles of EBP by providing a refresher training in July.	Director	7/31/2023
	Cultivate an environment where adherence to EBP is the standard by providing monthly exposure to the material, its importance, and our data at staff meetings.	Director	Monthly
	Audit all internal policies to match KDOC standards and EBP, updating and distributing as needed by the end of Q1.	Director + Admin	9/30/2023
	Complete 1 file review and 1 observational audit of JISP Staff each quarter to monitor fidelity to EBP for quality assurance purposes.	Director + ISO II	6/30/2024
	Provide coaching opportunities/feedback and implement corrective action plans as needed to promote accountability and adherence to EBP and standards.	Director	Ongoing
<b>Objective #2</b>	<b>At the end of FY24, less than 25% of all offenders discharged from supervision will be due to probation revocations.</b>		
<b>Target Date</b>	<b>6/30/2024</b>		
	<b>Action Steps</b>	<b>Person Responsible</b>	<b>Timeline/Due Date</b>
	Track closure data on agency spreadsheet to follow progress and identify common varialbes and trends throughout the year.	ISOs	Ongoing
	Compile Q1 data and present to stakeholders	Director	before 10/30/2023
	Compile Q2 data and present to stakeholders	Director	before 1/30/2024
	Compile Q3 data and present to stakeholders	Director	before 4/30/2024
	Compile FY23 EOY data and present to stakeholders and begin assessing needs to address in the following years comprehensive plan.	Director	before 10/1/2024
<b>Goal #2</b>	<b>Ensure staff are continuing to appropriately utilize EBP to increase operational effectiveness. (maintenance goal)</b>		
<b>Objective #1</b>	<b>In FY24, this agency will create additional checks and balances to assure we are adhering to EBP.</b>		
<b>Target Date</b>	<b>6/30/2024</b>		
	<b>Action Steps</b>	<b>Person Responsible</b>	<b>Timeline/Due Date</b>
	Reach out to fellow directors regarding their internal or external processes for adherence to EBP.	Director	12/31/23
	Participate in Quality Assurance audit in April of FY24 to receive objective feedback regarding adherence to EBP & KDOC standards from KDOC QA team.	KDOC QA Team	6/30/24
	Report feedback and improvement plans to stakeholders as it is received.	Director	6/30/24
	Create a plan to move forward with implementing received feedback and future measurements to ensure accountability to goals.	Director	6/30/24
	Establish procedures in order to maintain continued adherence to EBP practices going forward.	Director	6/30/24

## Collaborative Partnerships

**Instructions:**

Purpose of Partnership: Response should focus on the reason or basis for entering into the partnership.

What Program Benefits from the Partnership: From the drop-down list, select the program, juvenile or adult, that primarily benefits from the partnership. If the entire agency benefits then select Agency as a Whole.

Cost Benefit/Savings to Supervision Agency: If the partnerships results in a cost benefit/savings for the supervision agency, response should express the benefit/savings in a dollar amount on an annual basis.

Method of Documenting Partnership: From the drop-down list, select how the partnership is structured (i.e. MOU or Contractual Agreement). If no formal structure exists, select No Formalized Agreement.

Name of Partner Agency	Purpose of Partnership (e.g., help eliminate system barriers, increase opportunities for agency or client success, educate stakeholders, cost savings to agency or clients, etc.)	What Program Benefits from Partnership (Juvenile, Adult, Both)	Cost Benefit to Supervision Agency (e.g. office space, cost for services, equipment, etc.)	Method of Documenting Partnership
Leavenworth County	Host County	Both	Personnel funding, space, HR/payroll, IT, maintenance	No Formalized Agreement
County Administrator	Administrative Support	Both	Provide oversight, guidance, and support to director/staff	No Formalized Agreement
LVCO Board of County Commissioners	Administrative Support	Both	Provide oversight to overall Community Corrections Operations	No Formalized Agreement
Johnson County Community Corrections	Virtual Cognitive Behavior Interventions	Both	\$55,000 FTE program provider salary, meeting fidelity, consistency	No Formalized Agreement
KDOC- Lansing Parole Office	Information Sharing, Supervision/Monitoring	Both	Collateral information sharing regarding dual supervision clients	No Formalized Agreement
Federal Probation & Parole	Information Sharing, Supervision/Monitoring	Both	Collateral information sharing regarding dual supervision clients	No Formalized Agreement
Leavenworth Municipal Probation	Information Sharing, Supervision/Monitoring	Both	Collateral information sharing regarding dual supervision clients	No Formalized Agreement
Leavenworth County Court Services	Information Sharing, Supervision/Monitoring	Both	Collateral information sharing regarding dual supervision clients	No Formalized Agreement
Leavenworth County Sheriff's Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, warrant checks, absconder apprehension, collaboration, security	No Formalized Agreement
Leavenworth Police Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement
Lansing Police Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement
Basehor Police Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement

Tonganoxie Police Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement
Atchison County Sheriff's Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement
Atchison Police Department	Information Sharing, Supervision/Monitoring/Apprehension	Both	KSAR sharing, absconder apprehension, collaboration	No Formalized Agreement
Leavenworth County District Court	Court Administration	Both	Collaboration regarding public safety concerns, information sharing, problem solving support	No Formalized Agreement
TRIO	Education/GED Programming	Both	GED programming for clients	No Formalized Agreement
Connections to Success	Employment Programming	Adult	\$55,000 FTE program provider salary, Employment programming	No Formalized Agreement
Vocational Rehabilitation (VocRehab)	Employment Placement for clients with barriers	Adult	\$55,000 FTE program provider salary, Employment programming	No Formalized Agreement
Workforce Development Center	Employment Placement/Resume Assistance	Adult	\$55,000 FTE program provider salary, Employment programming	No Formalized Agreement
Interfaith Shelter of Hope	Temporary Housing	Adult	Provide homeless clients overnight shelter for free	No Formalized Agreement
Leavenworth County Health Department	Medical/Healthcare Support	Both	Assist agency in reducing responsivity issues through health services	No Formalized Agreement
St. Vincent's Clinic	Medical/Healthcare Support	Both	Assist agency in reducing responsivity issues through health services	No Formalized Agreement
Community Meals	Food Assistance	Both	Assist agency in reducing responsivity issues by providing food, saves us from spending client services funds	No Formalized Agreement
Catholic Charities	Financial & Physical Resource Assistance	Adult	Assist agency in reducing responsivity issues by providing food, saves us from spending client services funds	No Formalized Agreement
Cornerstones of Care	Child Protection and Support/Drug Testing	Both	Contract UAs from our office, reimbursement funds	No Formalized Agreement
Department for Children and Family Services	Child Protection and Support/Drug Testing	Both	Contract UAs from our office, reimbursement funds	No Formalized Agreement
Minds Matter	Support for individuals diagnosed with Traumatic Brain Injuries	Adult	Assist agency in reducing responsivity issues for those with TBIs, transportation, case management	No Formalized Agreement
The Guidance Center	Mental Health & Addiction Services	Both	Provide mental health and addiction treatment, crisis screens, record sharing	No Formalized Agreement

Heartland RADAC	Addiction Services	Adult	Provide substance use evaluations, outpatient services, assist with DUI supervision, training	No Formalized Agreement
Mirror Inc. Shawnee	Addiction Services	Both	Provide residential SATX treatment for voucher and SB123 funded clients	No Formalized Agreement
First Step at Lakeview- DCCCA	Addiction Services	Adult	Gender responsive residential treatment services	No Formalized Agreement
Valeo Behavioral Health Care	Addiction Services	Adult	Residential treatment services	No Formalized Agreement
VA Domicile Program	Addiction Services	Adult	VA funded residential treatment services	No Formalized Agreement
Sunflower Treatment	Treatment Services	Adult	Provide BIP programs, \$55,000 FTE program provider salary	No Formalized Agreement

<b>Staffing Levels</b> (Full Time Equivalent (FTE) dedicated to direct supervision of probationers)				
Supervision Officers	Number of Staff on 12/31/2021	Number of Staff on 12/31/2022	Difference	
JSO I	1	1	0.00	
JSO II	1	1	0.00	
JSO III			0.00	
Intake Staff	8	7	-1.00	
<b>Vacancy Savings</b>				
Agency	FY20221 Budgeted	FY2022 Expended	Difference	FY2024 Budgeted
Salary	\$ 244,230.58	\$ 226,836.05	\$ 17,394.53	\$ 334,178.00
Benefits	\$ 105,676.79	\$ 55,994.99	\$ 49,681.80	\$ 114,680.85
Total	\$ 349,907.37	\$ 282,831.04	\$ 67,076.33	\$ 448,858.85
<b>Shrinkage</b>				
Agency	19.17%			
<b>Turnover Rate</b>				
	Number of Staff on 7/1/2021	Number of Staff on 6/30/2022	Number of Staff Terminations	Turnover Rate
Agency	7	7	0	0.0%
<b>Comments:</b>				
All of our supervision staff are dual positions, thus when we had turnover on our AISP staff, we were down one Intake Staff officer from 12/31/21 to 12/31/22. However, that position has since been filled. We also traded in an IOC staff member for a full-time employee which increased our overall budget for salary and benefits. The increase also is due to the additional funding we received specifically for market wage increases.				

## Administrative and Indirect Costs

Administrative Staff = management positions such as directors, deputy directors, and supervisors who perform primarily administrative duties.

Agency	FY2022 Budgeted	FY20221 Expended	FY2022 Difference	FY2024 Budgeted
Administrative Staff Salary & Benefits	\$ 83,601.49	\$ 79,098.67	\$ 4,502.82	\$ 68,616.84
Training	\$ 1,450.00	\$ 611.19	\$ 838.81	\$ 3,248.00
Communication	\$ 3,687.14	\$ 3,663.35	\$ 23.79	\$ 2,880.00
Equipment	\$ 12,218.87	\$ 1,084.61	\$ 11,134.26	\$ 10,971.00
Supplies/Commodities	\$ 4,879.00	\$ 4,128.62	\$ 750.38	\$ 6,050.00
Facilities	\$ 4,838.00	\$ 4,228.08	\$ 609.92	\$ 13,033.50
Contractual	\$ 2,321.00	\$ 1,767.11	\$ 553.89	\$ 12,350.00
Contracts/Client Services	\$ 20,898.41	\$ 7,646.23	\$ 13,252.18	\$ 11,500.00
<b>Total</b>	<b>\$ 133,893.91</b>	<b>\$ 102,227.86</b>	<b>\$ 31,666.05</b>	<b>\$ 128,649.34</b>

**Comments:**

If FY24 our facility costs are going up as we moved in the past year and we now have a better reference point for our utilities and building insurance costs, etc. As training has become more accessible online, we also increased those funds as well. When we moved over here we were able to get all new office furniture and our computers/equipment are relatively new, so the only cost we have left for equipment is paying off the rest of our 15-passenger van.

<b>Travel Costs</b>				
Agency	FY2022 Budgeted	FY2022 Expended	Difference	FY2024 Budgeted
Vehicle Maintenance	\$ 438.00	\$ 540.63	\$ (102.63)	\$ 4,392.00
Fuel	\$ 700.00	\$ 314.47	\$ 385.53	\$ 1,500.00
Turnpike Tolls	\$ 100.00	\$ 13.15	\$ 86.85	\$ 160.00
Meals	\$ 514.00	\$ -	\$ 514.00	\$ -
<b>Total</b>	<b>\$ 1,752.00</b>	<b>\$ 868.25</b>	<b>\$ 883.75</b>	<b>\$ 6,052.00</b>
Total Miles Driven in FY2022	2546			
<b>Comments:</b>				
<p>Vehicle maintenance includes Enterprise lease payments, GPS monitoring and Fleet holster cameras. This expense was not originally budgeted for as the program was not in place at our county at the previous time of budget creation. We also purchased a 15-passenger van to accommodate the youth with transportation barriers who are attending cog programs. Due to the increase of vehicle maintenance and fuel, we will take meals out of our reimbursements.</p>				

**Instructions:**

Please describe any factors that may impact caseload sizes for the period of the grant: (local policy decisions, changes in judges, prosecutors, etc.)

**Caseload Projections**

**JISP:**

Our agency does not have any reason to believe our caseloads will decrease or increase in FY24 as we do not anticipate any turnover in our court system or local policies.

**Case Management:**

Our agency does not have any reason to believe our caseloads will decrease or increase in FY24 as we do not anticipate any turnover in our court system or local policies.



## FY2024 Juvenile Comprehensive Plan Grant Signatory Approval Form

Community Corrections Agency 1st Judicial District Juvenile Services - LV



My signature below certifies that I did assist in the development, completion, and review of the agency's Comprehensive Plan grant application (Plan). I further certify that:

1. The Plan, including all forms and attachments, complies with the directions provided by the Kansas Department of Corrections (KDOC).
2. The Plan, including all forms and attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards and the KDOC Financial Rules, Guidelines and Reporting Instructions manual.
3. The Agency is willing to actively plan for implementing the consistent set of statewide policies to help guide the supervision and revocation process of probationers on juvenile community corrections supervision.
4. The Agency will provide timely, complete, and accurate data to the KDOC regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards, the KDOC Financial Rules, Guidelines and Reporting Instructions manual or special requests from the KDOC.

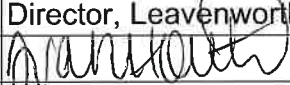
Furthermore, my signature below certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2023 through June 30, 2024 indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

1. Expend grant funds for the development, implementation, operation, and improvement of juvenile community correctional services pursuant to K.S.A. 75-7022, *et seq.*, and amendments thereto, KSA 38-2302, *et seq.*, and amendments thereto, KSA 38-1008 *et seq.*, and amendments thereto, as submitted in the Plan and approved by the Secretary of Corrections.
2. Assume the authority and responsibility of funds received through the KDOC and ensure compliance with all applicable Federal and State laws, Regulations, KDOC Juvenile Services Operating Standards, policies and procedures, and the KDOC Financial Rules, Guidelines and Reporting Instructions manual. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
3. Obtain advance approval in writing by the Deputy Secretary of KDOC Juvenile and Adult Community Based Services for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
4. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.
5. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.
6. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
7. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.
8. Not consider employees or agents of the Grantee as agents or employees of KDOC. Grantee accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
9. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to Grantee.


FY2024 Juvenile Comprehensive Plan  
Grant Signatory Approval Form

10. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.
11. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
12. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Grantee agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Grantee. grantee further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.

Agency Director

Printed Name:	Jamie VanHouten
Title:	Director, Leavenworth County Community Corrections
Signature:	
Date:	3/16/23

Governing/Corrections Advisory Board Chairperson

Printed Name:	Dan Nicodemus
Title:	Deputy Chief, Leavenworth Police Department
Signature:	
Date:	4-6-2023

Board of County Commission Chairperson (Host/Administrative County)\*

Printed Name:	Vicky Kaaz
Title:	Chairperson, Leavenworth BOCC
Signature:	
Date:	

FY2024 Juvenile Comprehensive Plan  
Grant Signatory Approval Form

Host/Administrative County Financial Officer

Printed Name:	Janet Klasinski
Title:	Leavenworth County Clerk
Signature:	
Date:	

\* **Multi-county agencies** shall obtain the signature of the County Commission Chairperson of EACH county, unless either of the following is true:

- ✓ The counties have entered into an **Inter-local Agreement** that specifically states that the host/administrative county commission chairperson can sign for all counties. If so, only the signature of the host county commission chairperson is necessary.
- ✓ The counties have entered into an Inter-local Agreement that bestows the counties' governing authority onto the community corrections advisory board. If so, no county commission chairperson signature is required.

**Please use the following page if additional County Commission Chairperson signatures are required for your agency.**

FY2024 Juvenile Comprehensive Plan  
Grant Signatory Approval Form

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

# GRANT 2: Leavenworth County Juvenile Crime Prevention Grant FY24

(non-matching prevention funds, originally applied for in Oct 2021 to address crossover youth issues concerns with runaways/truancy kids we started to see in JIAS for juvenile offenses and to reduce chronic absenteeism. This is the grant that allows us to work directly with Leavenworth High School and in FY24 we wrote in a ½ a position to allow Micah in ATCO to move from part time to full time so she could provide services and be the on-site co-facilitator to my staff so I don't have to lose two people here and stop our day reporting services when my staff are both in ATCO)

**THIS IS DUE APRIL 12<sup>th</sup> AND IS A COMPETITIVE GRANT.**



**1st Judicial District Juvenile Services - LV - Prevention YJRC**

Prepared by Leavenworth County Community Corrections  
for Kansas Department of Corrections FY2024 Non-Matching Juvenile Crime Prevention Community Grant

Primary Contact: Jamie VanHouten



## Opportunity Details

### Opportunity Information

Title

FY2024 Non-Matching Juvenile Crime Prevention Community Grant

Description

The Kansas Department of Corrections is pleased to announce that it is seeking applications for funding of Non-Matching Juvenile Crime Prevention Community Grants for Fiscal Year 2024.

This funding opportunity is intended to support communities in providing services to youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement.

Awarding Agency Name

Kansas Department of Corrections

Agency Contact Name

Marie McNeal

Agency Contact Phone

785-230-6932

Agency Contact Email

marie.mcneal@ks.gov

Subjects

Juvenile Crime Prevention

Opportunity Posted Date

2/17/2023

Announcement Type

Initial Announcement

Funding Opportunity Number

J-FY24-JCPGN

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/c62216e1-6956-4e2e-8d52-dc48be030aff>

### Funding Information

Total Program Funding

\$1,000,000.00

Funding Sources

State

Funding Source Description

Funds for this opportunity are appropriated by the Kansas State Legislature and distributed by the Kansas Department of Corrections.

Funding Restrictions

Applications for this funding must target one of the following priority areas: Crossover Youth, Homeless Youth, Runaway Youth, or Jobs and Workforce Development for youth.

### Award Information



Award Period

07/01/2023 - 06/30/2024

Award Type

Competitive

Indirect Costs Allowed

Yes

Indirect Cost Rate

10.00 %

Restrictions on Indirect Costs

Yes

Matching Requirement

No

### Submission Information

Submission Window

02/17/2023 8:00 AM - 04/14/2023 5:00 PM

Submission Timeline Additional Information

No applications will be accepted after the Submission Close Date.

Allow Multiple Applications

Yes

### Question Submission Information

Question Submission Open Date

02/17/2023 8:00 AM

Question Submission Close Date

04/12/2023 5:00 PM

Question Submission Email Address

james.johnson2@ks.gov

### Eligibility Information

Eligibility Type

Public

Additional Eligibility Information

Applicant agencies must be one of the following categories:

Category 1 = Governmental Entities  
Counties or Groups of Counties  
Judicial Districts or Groups of Judicial Districts

Category 2 = Community-based Agencies or Service Providers  
Established non-profit agencies that serve youth in Kansas  
Groups of established non-profit agencies that serve youth in Kansas

### Additional Information





Additional Information URL

<https://www.doc.ks.gov/juvenile-services/grants>

Additional Information URL Description

Additional information regarding this application may be found on the Kansas Department of Corrections website at the URL listed above.

## **Award Administration Information**

State Award Notices

Award notifications will be made by July 1, 2023.

Administrative and National Policy Requirements

Award recipients must comply with all applicable federal and state laws and the Kansas Department of Corrections Financial Rules, Guidelines and Reporting Instructions.

The Kansas Department of Corrections Financial Rules, Guidelines and Reporting Instructions can be found at:  
<https://www.doc.ks.gov/publications/juvenile/financial-rules>

Reporting

Award recipients will be required to complete and submit quarterly financial and outcome reports in accordance with the following timelines:

State Fiscal Year 2024

Q1 (Jul-Aug-Sep) Due on/before: 10/30/2023

Q2 (Oct-Nov-Dec) Due on/before: 01/30/2024

Q3 (Jan-Feb-Mar) Due on/before: 04/30/2024

Q4 (Apr-May-Jun) Due on/before: 07/30/2024



## **Project Information**

### **Application Information**

Application Name

1st Judicial District Juvenile Services - LV - Prevention YJRC

Award Requested

\$219,976.59

Total Award Budget

\$219,976.59

### **Primary Contact Information**

Name

Jamie VanHouten

Email Address

[jvanhouten@leavenworthcounty.gov](mailto:jvanhouten@leavenworthcounty.gov)

Address

520 S 2nd Street  
Leavenworth, Kansas 66048

Phone Number

(913) 684-0768

## Project Description

### Grant Requirements

#### Priority Areas for Program Proposals

Applications need to target at least one of the following priority areas:

**Crossover Youth** – Services are provided to youth and/or families who crossover between the child welfare and juvenile justice systems. Programs target the unique needs of youth that are at risk of or are involved in both systems. Crossover youth have often been abused or neglected and are more likely to engage in delinquent behaviors, often resulting in poorer outcomes than youth who have not experienced maltreatment. Effective interventions for youth who crossover between the child welfare and juvenile justice systems require the collaboration of multiple systems and stakeholders.

**Homeless Youth** – Services are provided to youth and/or families that are homeless and/or dealing with housing instability. This may include youth who lacks a fixed, regular, and adequate nighttime residence and/or whose primary nighttime residence is: • a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill). • an institution that provides a temporary residence for individuals intended to be institutionalized. • a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. (KSA 72-3122) Most young people cite family instability and disruptions in the home as a precursor to becoming homeless. Research also links homelessness to child welfare system involvement. One-third of young people who had experienced homelessness had also experienced foster care, according to National Estimates. Many young adults aged out of foster care without an adequate transition plan in place while other youth were adopted or reunified with families but became homeless after facing abuse, neglect, or other adverse circumstances. Other factors driving youth homelessness include: a caregiver's death, discrimination faced by mixed-race or LGBTQ youth; and experience with juvenile detention, jail, or prison.

**Runaway Youth** – Services are provided to youth and/or families that are runaway youth. Runaway and homeless youth have higher rates of involvement with the juvenile justice system including higher rates of misdemeanor charges and gang affiliation. Running away is often a behavior coping response to trauma. According to a study of runaway and homeless youth in the Midwest, over half had been arrested at least one time since they first ran away, with many arrested multiple times. Runaway youth may engage in criminal acts such as stealing, selling drugs, and survival sex as strategies for survival. Youth who have run away multiple times, who ran away at an early age, and who have experienced externalizing behavioral disorders (e.g., drug abuse, alcohol abuse, and conduct disorders) have been found to be more likely to be involved in these delinquent behaviors and subsequent arrest(s). In addition, many homeless youth have been involved in the juvenile justice system. When young people leave residential juvenile justice placements, they face many challenges as they reenter the community, home, and school/work force. Youth may return to unstable home settings, face a lack of family support, struggle to remain in school, lack the skills needed for employment, and experience a gap in behavioral health services. Further, they can face policies that may prohibit convicted offenders from living in Section 8 housing. These barriers may create situations where youth return to the street at release. In these cases, there is a strong chance they will become involved in the same behaviors that initially led to arrest.

**Jobs and Workforce Development for youth** – Services are provided to youth who are involved with or at risk to be involved with the juvenile justice system to help them become economically self-sufficient and increase their chances of success. This may also include out-of-school youth, homeless youth and/or youth with child welfare system involvement. Workforce development and approaches that blend education with occupational training while also offering support services, paid work experiences and/or opportunities to connect with caring adults in a job-related environment can enhance a youth's chances to live a healthy and productive life. Services may include: Youth successfully completing their secondary education; Empowering youth to transition to postsecondary education and employment; Supporting good decision-making skills; Providing blended education and occupational training; Provide paid work opportunities (i.e., jobs, wage-subsidized internships, transitional jobs etc.); Appropriate support services (i.e., counseling, case management, program navigators, mentors etc.); Supports to transition into career job-placement opportunities

#### Evidence-Based Programs and Practices

All expenditures of the Juvenile Crime Prevention Community Grants shall be for the development and implementation of evidence-based juvenile crime prevention programs and practices. This would involve programs and services that have demonstrated effectiveness through scientific research and evaluation. Promising practice applications will be considered if it is clear that the project will be tied to a researcher and specific data points are identified.

#### Prohibited Use of Funds



Only costs directly attributed to support communities in providing services to youth that are at risk for juvenile delinquency, victimization, and juvenile justice system involvement is allowable through this Juvenile Crime Community Prevention Grant. The following items are unallowable expenditures from this funding source:

- Funds may not be used to purchase equipment, office furniture, or vehicles.
- Administrative costs that exceed 10% of the total award.
- Out-of-state travel is limited to obtaining the specific training required of the evidence-based program or practice and cannot be used to attend conferences or other events that are not required for the implementation of the program or practice.
- Funds for client incentives shall not exceed 5% of your total award.

#### Disqualification Factors

KDOC may not consider funding any application that fails to comply with all application requirements.

Disqualification factors may include any of the following:

- Failure to include complete application narrative, budget summary, and application attachments;
- Proposed program does not serve juvenile offenders and/or their family;
- Proposed program is not an evidence-based program or practice.
- Application lacks original signatures where appropriate.

#### Awards

Awards will be made for the period of July 1, 2023 through June 30, 2024.

**Awards will be distributed in one payment, on/before July 15, 2023.**

Modification of Funds: The KDOC reserves the right to require changes to the application budget at the time of the grant award and will communicate any changes to the applicant. KDOC may negotiate all or part of any proposed budget after execution of the grant award agreement due to changes in funding or provisions to program requirements.

Any funds unexpended at the end of the award period shall be returned in the manner prescribed by KDOC.

#### Start-Up Period for New Programs

To allow for the successful integration of evidence-based services into juvenile justice operations, KDOC will allow programs a planning period of 90 days, starting on the date of award approval. This will allow time for staff to be hired, trained, and contracts with service providers to be established. The planning period is optional, and all new projects must be operational no later than November 1, 2023. If a program needs an extension of the planning period, a request may be submitted to KDOC, outlining the reason for the needed extension with an amended timeline for startup.



## Applicant Details

### Application Type

Applicant agency must meet one of the following eligibility categories.

#### Category 1 = Governmental Agencies

- Counties or Groups of Counties
- Judicial Districts or Groups of Judicial Districts

#### Category 2 = Community-Based Agencies or Service Providers

- Established non-profit agencies that serve youth in Kansas
- Groups of established non-profit agencies that serve youth in Kansas

Under which category is applicant applying for funding?

- Category 1 Applicant - Governmental Agencies
- Category 2 Applicant - Community Based Agencies or Service Providers

### Agency Contact Information

Agency/Organization Name

Leavenworth County Community Corrections

Address Line 1

520 S 2nd Street

Address Line 2

City

Leavenworth

State

Kansas

Zip Code

66048

Name of Primary Contact

Jamie VanHouten

Phone Number (Format: (123) 456-7890 ext 1234)

9136172371

Email Address

jvanhouten@leavenworthcounty.gov



### Program Description

Name of the Program

Youth Justice Resource Center- Prevention

Will this program be subcontracted to another agency/organization?

- Yes
- No

Select the priority population this program intends to serve.

- Crossover Youth
- Homeless Youth
- Runaway Youth
- Jobs and Workforce Development for youth

Describe the proposed program, including all services provided to the youth and the timeframe (i.e. school year, number of sessions, number of weeks, etc.)

The proposed prevention programming for the 1st Judicial District is a Youth Justice Resource Center (YJRC) location working directly with USD 453 Leavenworth and other interested area school districts. By expanding the YJRC program from juvenile offenders to offering prevention services and working directly with schools to provide the earliest possible interventions, this will allow us to serve a greater population of youth who are currently not eligible to receive cognitive educational interventions and support services. Program Specialists will have the ability to facilitate cognitive interventions on site at the school, during regular school hours, during ISS, during detention, so youth are not just sitting around with their thoughts for punishment but are able to leave those periods with tools to do better and avoid future anti-social behavior. Program Specialists will also have the flexibility to provide afterschool and evening groups as needed. Working with schools directly not only allows us to target and prevent issues concerning Crossover Youth populations but can help us work to prevent issues which lead to Homeless Youth, Runaway Youth, and can improve readiness for Workforce Development and Employment for youth. Youth will be able to access YJRC programs and assistance year-round, with day reporting options available to provide a safe education environment for youth who are prohibited from school property.

The YJRC will focus on individualized programming for each individual referred, it will adjust the intervention according to each youth's risk, needs and responsivity factors to ensure that they are receiving the proper prevention intervention. In addition, to the evidence-based programming that will occur for youth, parents and guardians will also have access to participate in programs such as Strengthening Families and Parent Project in hopes to improve parental success, parent-child interactions, and household dynamics.

Youth and their families will also be able to seek additional support services with Program Specialists from assistance obtaining vital documents such as: birth certificates, social security cards and state ID's, as well as referrals to community resources and further programming to target their specific needs. For example, assistance with utilities, food pantries, etc. Helping youth and their families apply for these documents will assist in their ability to obtain and maintain employment. Program Specialists will utilize a holistic approach to help set youth and their families up for success.

The YJRC has also adopted a park and can offer opportunities for community service hours and teaching the juveniles positive life skills while giving back and supporting their community. The YJRC will address the big four criminogenic risk factors. There are three programs the YJRC will be able to immediately provide: National Curriculum Training Institute (NCTI) Crossroads Curriculum, Strengthening Families Program 10-14 (SFP) and Parent Project. All three programs are evidence-based and approved by the Kansas Department of Corrections (KDOC). However, additional approved curriculum may also be utilized as training becomes available.

Is there a participant cost or fee associated with the program/service?

- Yes
- No

Describe the basic demographics of the program's priority population(s) (i.e. age, gender, risk level, etc.).

All youth in the 1st Judicial District (regardless of gender) who are 10-18 years of age who are identified as being at-risk for justice system involvement, have a history of justice system involvement, and/or are struggling with potential welfare system concerns. Based on need, however, we predict a vast majority of our population will be youth that are enrolled in Leavenworth High School or in the Leavenworth School District who are believed to be struggling with Crossover Issues. This will be students from 4th to 12th grade (10-18 years old). In 2021, the USD 453 district wide absenteeism rate was 31% with many being identified as at-risk for justice system involvement and potentially being considered Crossover Youth who could be referred for a CINC case. Unfortunately, at this time, until a youth is processed through JIAS on a



juvenile offense, prevention, and cognitive intervention programs remain unavailable. Families of these youth will also have access to programs such as Parent Project and Strengthening Families available through the YJRC.

What are the requirements and/or obligations the participant must meet in order to complete the program? Please include how long a participant is expected to remain in the program to meet the completion criteria. Please include any criteria used to consider the program was successfully or unsuccessfully completed.

Program length and required participation will vary from youth to youth and family to family. The number of sessions a youth is required to attend will be based on their needs and their referral reason. If a youth is referred for housing/clothing assistance, vital document assistance, but does not meet a risk for cognitive curriculum, their participation timeframe would only include the time it takes to complete necessary paperwork and obtain documents to get those needs met. We can provide a matrix for how long it takes to complete each curriculum (some are based on risk) and additional information regarding data as needed. However, most of this is already collected as we are currently recipients of this grant. If youth and parents attend programs, complete programs, and obtain services, they are considered successful. If a referred youth or family does not engage with YJRC or fails to complete the program for which they were referred, they are considered unsuccessful.

Ultimately, the Youth Justice Resource Center is a program that offers targeted cognitive intervention programs. For each youth referred the program and criteria for completion looks different based on individual needs and risks. Some youth may be lower-risk and thus will only meet criteria for lower-dosage curriculum that is only four weeks long. Higher risk youth or guardians may participate in programs up to sixteen weeks long. Program participation should not exceed a timeframe of ten months or more than one school year. However, youth and guardians who meet criteria are welcome to utilize services and prevention assistance as long as they are eligible to participate. If at all possible, we would like to avoid the learned helplessness phenomenon.

It is important to note that completion can be achieved through different methods, either by way of completing a specific cognitive intervention program, re-engaging and increasing school attendance, demonstrating academic improvement through an increased GPA, obtaining vital documents to assist with job readiness, completing community service work hours, achieving positive results on a posttest providing by their cognitive intervention, decreased behavioral referrals, complying with conditions of supervision, successfully completing IIP, diversion, probation, or graduating from high school.

Describe the eligibility criteria for the program's target population (how are participants identified).

The youth must be considered currently or previously at-risk with potential crossover concerns. Meaning a referring agent (school, court, DCF, LEO) must identify that a youth have welfare or status concerns, as well as behavior pattern concerns which could put them at risk for justice system involvement if they escalate. In addition, youth in school that have previously had an intake with the JIAS for either or both issues but is struggling may also be referred for services or support assistance.

Describe the referral source(s) and how youth will be referred to the program.

The referrals can be completed through the courts, school resource officers, school administrators tracking truancy, as well as delinquent behavior who may be concerned about issues in the home, JIAS officers, child welfare agencies, supervision officers, counselors, and other programs that service youth that may have welfare and/or justice involvement who are at-risk and in need of prevention services or support available at the YJRC.

Describe the geographic area(s) from which participants will be served. This might be an entire judicial district or one county in a multi-county district or one school in a school district, etc.

The geographical area served will be the entire 1st Judicial District, including Leavenworth and Atchison Counties. With additional support at Leavenworth High School of Leavenworth School District USD 453, where we provide on-site prevention services.

Describe how the program will address racial, ethnic, geographic and other biases that may exist within the program.

The YJRC program was designed specifically to serve at-risk youth and families of youth who have or are at-risk of coming in to contact with the juvenile justice or child welfare system. The intention of the program is to intervene early by providing evidence-based cognitive intervention programs and support to families and youth to reduce risks and behaviors that could be associated with future justice and welfare system involvement. Program participation is currently dependent on needs and thus, any bias is inherently eliminated if a need is identified, they are referred. As long as a youth or their family has been referred by a case worker, school employee, court employee, law enforcement, probation officer, etc. they are eligible to participate in program services. It is our goal to provide safe, inclusive, and trauma-informed services to all individuals participating in our programs and reach as many families and youth as possible in our district. Additionally, to address the barrier of transportation, this agency purchased a 15-passenger van to pick up youth and families to bring them to programming.

What is the evidence base for the proposed program/service? Include citations or documentation supporting the proposed

program or service as a promising or evidence-based practice.

All programs offered are currently on the approved KDOC curriculum list and have been approved for use by our agency in the past. We are not adding any new programs this next FY. The YJRC will employ a Risk Needs Responsivity model when placing youth in programs. That being said, each referral will be placed in a program determined by their individual needs and risks. For youth who are currently justice involved, this may involve obtaining a release to share information regarding a YLS 2.0 score. For youth who are currently welfare involved, this may involve obtaining a release to share information regarding the MAYSI-2 completed through JIAS, another department under the responsibility of Community Corrections. The assistant county attorney responsible for CINC also proposed our agencies sign an MOU to authorize information sharing. There are also other evidence-based screening and case management tools that could be utilized to appropriately identify which programs a youth would best benefit from receiving, to target the right dosage and intervention. Facilitators will utilize techniques such as motivational interviewing to engage participants, compassionate and non-judgmental language so youth feel safe and supported through their participation, and positive reinforcement through the use of incentives, to keep them coming back.

Pre and post-testing will be utilized when available (based on each program's curriculum) and facilitating programs to fidelity is of the utmost importance. Separating population by risks will of course also be a priority, to avoid net widening or fraternizing of low risk and high risk anti-social youth. The curriculum offered varies from directed skill practice through role playing to interactive journaling. Through offering multiple Cognitive Behavioral Intervention programs, from NCTI Crossroads and Change Companies, we will be able to target the right program intervention to the youths learning style and specific dosage needs. By including a youth's family and offering support for guardians/parents through Parent Project and/or Strengthening Families, we can increase family engagement in our holistic approach to addressing risks. The YJRC also provides additional services, such as community service work opportunities, assistance with obtaining vital documents for youth and their guardians, and acts as on-going liaisons between the schools, justice system, welfare agencies, and local resource providers to ensure optimal success and warm handoffs. The YJRC will collaborate with all parties, sharing information, and also to limit the duplication of services or the possibility of over programming.

The programs that the YJRC will be offering are National Curriculum Training Institute (NCTI) Crossroads Curriculum, Parent Project and Strengthening Families 10-14 (SFP). All programs are evidence-based practices and all require different criteria to complete the program.

The NCTI Crossroads Curriculum has a range of four to sixteen weeks. The class is dependent on the risk level of the youth. The risk levels are low, moderate or high. The classes consist of two-hour sessions each time they meet. The youth must complete their homework and have full participations with each session.

Parent Project is a course for parents and guardians that last 10 weeks to complete. The parents and guardians will meet one to two times a week for two hours each time. Parent Project is a support group and requires full participation from each parent. The parents must show up to all classes and complete the workbook in the proper sections that are required to graduate from the Parent Project.

Strengthening Families Program 10-14 (SFP 10-14) takes seven weeks to completed and each session requires two hours to complete. After a youth or parent has completed the number of sessions that are considered to be completed with the program.

Attach any supplementary documentation supporting the proposal as evidence based here as a single PDF file.

KDOC approved curriculum list.pdf





### **Collaborative Partnerships**

Will the proposed program be operated in partnership with another agency/organization?

- Yes
- No

Has a formal agreement (contract, MOU/MOA) been finalized between the agencies/organizations?

- Yes
- No

Please attach signed copy of the agreement.

Signed MOU with 453.pdf



## Monitoring and Evaluation

Who will be responsible for annual evaluations of the program? Include their name, title and contact information.

The individual responsible for tracking data and evaluating the evidence-based programming for the 1st Judicial District Youth Justice Resource Center is Kaitlynn Hardison, the Juvenile Program Supervisor for Leavenworth County Community Corrections. Kaitlynn will also work in conjunction with the Community Corrections Director to conduct internal evaluations measuring processes and outcomes. The 1st Judicial District JCAB and the Juvenile Programs Consultant for Kansas Department of Corrections (KDOC) assigned to the region, will also be consulted to evaluate the program externally for fidelity to curriculum, measuring processes and program outcomes.

Kaitlynn Hardison, Juvenile Programs Supervisor, 9136802704  
Jamie VanHouten, Community Corrections Director, 9136840768

Describe the process for monitoring and evaluating the program.

Each facilitator is certified and trained through the agency where each curriculum is sourced, and they are required to participate in refresher trainings as mandated. Each facilitator understands the importance of implementing evidence-based practices and remaining faithful to the curriculum. That being said, each program has a youth/parent and facilitator handbook. There are strict guidelines that must be completed per each program. Each program is directed to fidelity by following the curriculum's facilitator handbook as closely as possible. The Juvenile Program Supervisor tracks data on each youth referred, as well as their program participation, progress, and their ultimate outcome. The Juvenile Program Supervisor and Director conduct quarterly meetings with school administration to assess the programs areas of success and on-going needs. Of course, measuring what we prevent is nearly impossible, but by tracking data regarding participant progress and outcomes, we will be able to identify trends. This information will be compiled quarterly and shared with the JCAB, BOCC, Stakeholders, and reported to KDOC in Amplifund as is current practice. Success will be measured by the rate of completion of each program and recidivism or further welfare system involvement.



## Measurable Outcomes

### Outcomes

Measurable Behavioral Outcome Statement (goal) that will allow for the evaluation of program effectiveness. Describe the behavior change participants are expected to exhibit.

Provide cognitive education programming and support services to 150 youth in FY2024 to reduce further welfare/justice system involvement by 75%.

(prior to our prevention services youth and families were not able to access support services and cognitive education programming without justice system involvement)

What data will be measured to determine if the program has reached or is making progress towards its Measurable Outcome Statement (goal)?

YJRC will be tracking the number of referrals made to prevention programs and support services, as well as how many referrals actually engage and are successful in following through/completing goals with YJRC.

Target date for when measured change (program effectiveness) is expected to be determined. This date should be within the grant award period (state fiscal year 2024)?

Program specialists will also administer pre and post surveys to youth and their families to identify, if any, the impact the program has had on their household environment, behavior, and belief system. Data regarding participant referrals will be tracked on an internal spreadsheet and updated to reflect their progress/outcome in the program.

What is the baseline? A baseline is a data reference from a previous achievement that the outcome is built upon. The baseline should be a concise measurement of the data, from the most recent complete fiscal year of data (ex. FY21), that measures the same thing the stated outcome proposes to measure during this award period.

Based on partnerships with Leavenworth USD 453 and Atchison Schools, we anticipate that we will be serving approximately 150 youth during the 2023-2024 school year.

What is the projected number of youth to be served in FY24.

150

Is the proposed program a continued operation of a program that was funded by the FY22-23 Juvenile Crime Prevention Community Grant awards?

- Yes  
 No

What was the number of youth served under the FY22-23 award?

We were not able to fill the new position of an on-site prevention specialist with USD 453 until July 2023 well after the last school year ended, after FY22 had closed out. However, 27 youth were served.

FY23 has not yet closed out, but as of 3/16/23, the YJRC has served 79 youth and families under our JCPGN funds working directly with Leavenworth Schools.



## Budget Instructions

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS AND PAYMENTS.

### GENERAL INFORMATION

**Agencies may only budget for expenditures for the time period of May 1, 2023 to June 30, 2024.**

**Budgeting for expenditures, including pre-paid costs, beyond June 30, 2024 is not allowed.**

### BUDGET CATEGORIES AND LINE ITEMS

#### Budget Categories

- Categories are pre-defined in Amplifund.
- No additional categories may be created by the applicant.
- Available budget categories are:

**Agency Operations:** rent, utilities, insurance, trash service, building maintenance, copier/computer maintenance, shredding, etc.

**Client Services:** testing, evaluations, programs, academic, vocational, transportation, incentives, etc. (amount budgeted for incentives may not exceed 3% of budget)

**Communication:** cell phones, internet, land lines etc

**Contractual:** outsourced personnel/expenses

**Salary & Benefits:** Wages/Salaries & Benefits for Administrative and Non-Administrative Personnel

**Supplies/Commodities:** office supplies, postage etc.

**Training:** costs associated with training program staff to include fuel, lodging, meals, registrations, milage, tolls, etc.

**Travel:** costs associated with travel for providing the program/service including fuel, lodging, meals, registrations, milage, tolls, etc.

#### Budget Line Items

- Applicants will enter line items, including the line item descriptor into the budget template in Amplifund. Please precede each line item descriptor with JCPGN (e.g., JCPGN Cell Phones).
- Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.

### Sign Here

The individual responsible for creating the budget is the individual who should enter their name below:

By entering my name below, I declare that I have reviewed the budget instructions provided by KDOC and have adhered to these instructions as I developed my budget as part of the application process.

Jamie VanHouten



### **Signatory Approval**

Utilize Form\_SIG\_APPRVL\_JCPGN to obtain the required grant application signatory approvals.

FORM\_SIG\_APPRVL\_JCPGN.pdf

Attach the signed copy of Form-SIG\_APPRVL\_JCPGN here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency. \*



## Budget

### Proposed Budget Summary

#### Expense Budget

	Grant Funded	Total Budgeted
<b>JCPGN Client Services</b>		
JCPGN Academic/Continuing Ed Services	\$5,000.00	\$5,000.00
JCPGN Client Incentives	\$6,000.00	\$6,000.00
JCPGN Housing Assistance	\$5,000.00	\$5,000.00
JCPGN Prevention Vouchers	\$10,000.00	\$10,000.00
<b>Subtotal</b>	<b>\$26,000.00</b>	<b>\$26,000.00</b>
<b>JCPGN Contractual</b>		
JCPGN Outsourced Personnel Benefits	\$9,133.64	\$9,133.64
JCPGN Outsourced Personnel Salary	\$23,004.80	\$23,004.80
<b>Subtotal</b>	<b>\$32,138.44</b>	<b>\$32,138.44</b>
<b>JCPGN Salary &amp; Benefits</b>		
JCPGN Non-Administrative Benefits	\$35,268.19	\$35,268.19
JCPGN Non-Administrative Salaries	\$97,914.96	\$97,914.96
<b>Subtotal</b>	<b>\$133,183.15</b>	<b>\$133,183.15</b>
<b>JCPGN Supplies/Commodities</b>		
JCPGN Facilitator Guides	\$210.00	\$210.00
JCPGN Group Meals	\$7,000.00	\$7,000.00
JCPGN Misc. Office/Group Supplies	\$4,000.00	\$4,000.00
JCPGN Participant Workbooks	\$3,750.00	\$3,750.00
<b>Subtotal</b>	<b>\$14,960.00</b>	<b>\$14,960.00</b>
<b>JCPGN Training</b>		
JCPGN Facilitator Continuing Ed	\$1,000.00	\$1,000.00
JCPGN NCTI Facilitator Training	\$1,200.00	\$1,200.00
JCPGN Parent Project Facilitator Training	\$695.00	\$695.00
JCPGN SFP Facilitator Training	\$400.00	\$400.00
<b>Subtotal</b>	<b>\$3,295.00</b>	<b>\$3,295.00</b>
<b>JCPGN Travel</b>		
JCPGN Gas for Transportation	\$10,400.00	\$10,400.00
<b>Subtotal</b>	<b>\$10,400.00</b>	<b>\$10,400.00</b>



	Grant Funded	Total Budgeted
<b>Total Proposed Cost</b>	<b>\$219,976.59</b>	<b>\$219,976.59</b>

**Revenue Budget**

	Grant Funded	Total Budgeted
<b>Grant Funding</b>		
Award Requested	\$219,976.59	\$219,976.59
<b>Subtotal</b>	<b>\$219,976.59</b>	<b>\$219,976.59</b>
<b>Total Proposed Revenue</b>	<b>\$219,976.59</b>	<b>\$219,976.59</b>

**Proposed Budget Detail**

See attached spreadsheet.

**Proposed Budget Narrative**

**JCPGN Client Services**

**JCPGN Client Incentives**

Less than 3% of total budget reserved for miscellaneous client incentives.

**JCPGN Prevention Vouchers**

Funds to cover subsistence, evaluations for mental health or substance abuse, copays for treatment or medication related to substance abuse or mental health, fees to replace Vital Documents, fees for driver's ed.

**JCPGN Academic/Continuing Ed Services**

Funds to offset costs of GED programs, GED prep services, college prep courses, ACT/SAT exams, college admission fees, vocational education/cert program fees, etc.

**JCPGN Housing Assistance**

Funds to assist with costs to avoid homelessness or residential instability.

**JCPGN Contractual**

**JCPGN Outsourced Personnel Salary**

50% program aide salary @\$23004.8 In FY23 we realized that we can't be at the schools and facilitating groups to fidelity without a fourth program facilitator on-site in ATCO when needed. Thus, in FY24 we are funding 1/2 a position for their office to meet growing needs of programs.

**JCPGN Outsourced Personnel Benefits**

50% program aide benefits @ 9,133.64



### JCPGN Salary & Benefits

#### JCPGN Non-Administrative Salaries

50% YJRC supervisor salary @ \$37627.2 45% program specialist salary @\$28557.36 50% program specialist salary @\$31730.4

#### JCPGN Non-Administrative Benefits

50% supervisor benefits @ \$12,952.29 45% program spec benefits @ \$10,570.69 50% program spec benefits @ \$11,745.21

### JCPGN Supplies/Commodities

#### JCPGN Facilitator Guides

7 facilitator guides at \$30 a piece.

#### JCPGN Participant Workbooks

250 participant workbooks at \$15 a piece.

#### JCPGN Misc. Office/Group Supplies

Miscellaneous funds for office supplies, pens, paper, toner, large poster pads, flyers, envelopes, stamps, business cards, cognitive behavior skill tool posters, etc.

#### JCPGN Group Meals

It is fidelity to serve family style meals to participant for all 7 weeks of SFP. If we run the program 4 times each year, we need to feed 28 group meals to families. If we budget \$250 a meal for a group of 30 participants (parents and kids), 28 nights each year, the total is \$7,000.

### JCPGN Training

#### JCPGN NCTI Facilitator Training

Cost of new facilitator virtual training.

#### JCPGN Parent Project Facilitator Training

Parent Project virtual training for new hire.

#### JCPGN SFP Facilitator Training

\$400 registration fee for Strengthening Families Training for new hire.

#### JCPGN Facilitator Continuing Ed

\$250 for each facilitator budgeted for future continuing education to stay progressive.

### JCPGN Travel

#### JCPGN Gas for Transportation





**1st Judicial District Juvenile Services - LV - Prevention YJRC**  
Leavenworth County Community Corrections

In FY23 we were able to purchase a much needed 15-passenger van to respond to transportation barriers for youth and their families. If we budget \$200 a week on gasoline that totals \$10400.

FY24 Non-Matching Juvenile Crime Prevention Community Grant  
Signatory Approval Form

Agency Name: 1st Judicial District Juvenile Services - LV

My signature below certifies that I did assist in the development, completion, and review of the agency's grant application (Application). I further certify that:

1. The Application, including all forms and attachments, complies with the directions provided by the Kansas Department of Corrections (KDOC).
2. The Application, including all forms and attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards and the KDOC Financial Rules, Guidelines and Reporting Instructions manual.
3. The Agency will provide timely, complete, and accurate data to the KDOC regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards, the KDOC Financial Rules, Guidelines and Reporting Instructions manual or special requests from the KDOC.


Furthermore, my signature below certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2023 through June 30, 2024 indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

1. Expend grant funds for the development, and implementation of juvenile crime prevention programs and practices.
2. Assume the authority and responsibility of funds received through the KDOC and ensure compliance with all applicable Federal and State laws, Regulations, KDOC Juvenile Services Operating Standards, policies and procedures, and the KDOC Financial Rules, Guidelines and Reporting Instructions manual. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
3. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.
4. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.
5. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
6. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.
7. Not consider employees or agents of the Grantee as agents or employees of KDOC. Grantee accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
8. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to Grantee.
9. Not use state funds allocated through this grant to supplant Grantee's present Federal, State or local funding of services and programs.
10. Acknowledge that KDOC reserves the right to require changes to the application budget at the time of the grant award and will community any changes to the applicant. KDOC may negotiate all or part of any proposed budget after execution of the grant award agreement due to changes in funding or provisions to program requirements.
11. Attend all applicable trainings by KDOC.
12. As necessary to provide the programs/services identified in the Application, enter into any agreements with any other private, public, or non-profit entity in order to maximize the effective and efficient use of state resources. All agreements between grantee and sub-contractor shall be in writing and shall require compliance with these grant conditions; it is the grantee's responsibility to ensure such compliance. Agreements shall be made available to KDOC upon request.


**FY24 Non-Matching Juvenile Crime Prevention Community Grant  
Signatory Approval Form**

13. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.
14. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
15. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Grantee agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Grantee. grantee further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
16. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded grant.
17. Allocate expenditures only for those activities outline in the Application and that occur within the grant period.
18. Maintain books, records, documents and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.

**Agency Director (required for Category 1 and 2 applicants)**

Printed Name:	Jamie VanHouten
Title:	Director, Leavenworth County Community Corrections
Signature:	
Date:	2/24/2023

**Governing/Corrections Advisory Board Chairperson (not required for Category 2 applicants)**

Printed Name:	Dan Nicodemus
Title:	Deputy Chief, Leavenworth Police Department
Signature:	
Date:	4-6-2023

**Board of County Commission Chairperson (Host/Administrative County)\* (not required for Category 2 applicants)**

Printed Name:	Vicky Kaaz
Title:	Chairperson, Leavenworth BOCC
Signature:	
Date:	

FY24 Non-Matching Juvenile Crime Prevention Community Grant  
Signatory Approval Form

Host/Administrative County or Agency/Organization Financial Officer <i>(required for Category 1 and 2 applicants)</i>	
Printed Name:	Janet Klasinski
Title:	Leavenworth County Clerk
Signature:	
Date:	

**The following pages not applicable for Category 2 applicants**

**\*Multi-county agencies** shall obtain the signature of the County Commission Chairperson of EACH county, unless either of the following is true:

- ✓ The counties have entered into an **Inter-local Agreement** that specifically states that the host/administrative county commission chairperson can sign for all counties. If so, only the signature of the host county commission chairperson is necessary.
- ✓ The counties have entered into an Inter-local Agreement that bestows the counties' governing authority onto the community corrections advisory board. If so, no county commission chairperson signature is required.

**Please use the following page if additional County Commission Chairperson signatures are required for your agency.**

FY24 Non-Matching Juvenile Crime Prevention Community Grant  
Signatory Approval Form

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

Board of County Commission Chairperson

Printed Name:	
Title:	
Signature:	
Date:	
County:	

# GRANT 3: Leavenworth County JCAB Grant FY24-FY25

(non-matching funds for youth who come through JIAS on a juvenile offense. This is the first grant that is moving to the two-year award cycle. Next year, I won't have to apply for this, I will only have to apply for my other two juvenile grants and my adult grant. The following year, I will only have this one, unless we apply for a regional collaboration or a reinvestment grant. This grant has a cushion built into the salaries so we don't short fall in case COLAs or market wage increases require an increase in pay. The cushion also allows for overtime of these employees as evening groups often run late or they end up with extra responsibilities transporting youth back to their homes. This grant was originally applied for by LVCO in the spring of 2020 and continues to be our responsibility. When the JCAB grants came out they were discretionary and you could request any amount of funds justified, as long as the funds were going towards evidence-based programs within Court Services, IIP, CC, or a Crisis Intervention Center.)



**1st Judicial District Juvenile Services - LV**

Prepared by Leavenworth County Community Corrections  
for Kansas Department of Corrections FY2024 - 2025 Juvenile Corrections Advisory Board Grant

Primary Contact: Jamie VanHouten



## Opportunity Details

### Opportunity Information

Title

FY2024 - 2025 Juvenile Corrections Advisory Board Grant

Description

In accordance with K.S.A. 75-52,161(c)(7), funding through this opportunity may be used for evidence-based practices and programs in the community pursuant to K.S.A. 2016 Supp. 38-2302, and amendments thereto, for use by intake and assessment services, immediate intervention, probation and conditional release; and training on evidence-based practices for juvenile justice system staff, including, but not limited to, training in cognitive behavioral therapies, family-centered therapies, substance abuse, sex offender therapy and other services that address a juvenile's risks and needs.

Awarding Agency Name

Kansas Department of Corrections

Agency Contact Name

Marie McNeal

Agency Contact Phone

785-230-6932

Agency Contact Email

marie.mcneal@ks.gov

Opportunity Manager

Marie McNeal

Opportunity Posted Date

1/27/2023

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/e7db7922-f0f6-408b-aa7e-8b7afcbff71f>

### Funding Information

Funding Sources

State

Funding Source Description

This opportunity is funded through the Evidence-based programs fund established by K.S.A. 75,52-164. In accordance with K.S.A. 75,52-164, all expenditures from the evidence-based programs account of the state general fund shall be for the development and implementation of evidence-based community programs and practices for juvenile offenders, juveniles experiencing mental health crisis and their families by community supervision offices, including, but not limited to, juvenile intake and assessment, court services, community corrections and juvenile crisis intervention centers.

### Award Information

Award Period

07/01/2023 - 06/30/2025

### Submission Information





Submission Window

01/27/2023 8:00 AM - 05/01/2023 5:00 PM

Submission Timeline Type

One Time

Submission Timeline Additional Information

No applications will be accepted after the Submission Close Date.

**Question Submission Information**

Question Submission Email Address

andrea.juarez@ks.gov

Question Submission Additional Information

Please see attached Kansas Statute for definitions relevant to how funding for this opportunity may be utilized.

Attachments

- KSA 38-2302

**Eligibility Information**

Additional Eligibility Information

Boards of County Commissioners (BOCCs) are eligible to apply for one or both grants for juvenile offenders who are served by community supervision offices, including, but not limited to, Juvenile Intake and Assessment, Court Services, Immediate Intervention Programs, and Community Corrections. The funds provided by this grant must be used for development and implementation of evidence-based community programs and practices for juvenile offenders and their families. Priority for these funds will be given to communities with high levels of out-of-home juvenile offenders per capita and where community-based alternatives are lacking.

**Award Administration Information**

State Award Notices

Award notifications will be made to the Board of County Commissioners of the applicant/administrative county or the Governing Authority Chairperson on or before July 1, 2023.

Reporting

Award recipients will be required to complete and submit quarterly financial and outcome reports in accordance with the following timelines:

FY2024

- Q1 (Jul-Aug-Sep) Due on/before: 10/30/2023
- Q2 (Oct-Nov-Dec) Due on/before: 01/30/2024
- Q3 (Jan-Feb-Mar) Due on/before: 04/30/2024
- Q4 (Apr-May-Jun) Due on/before: 07/30/2024

FY2025

- Q1 (Jul-Aug-Sep) Due on/before: 10/30/2024
- Q2 (Oct-Nov-Dec) Due on/before: 01/30/2025
- Q3 (Jan-Feb-Mar) Due on/before: 04/30/2025
- Q4 (Apr-May-Jun) Due on/before: 07/30/2025



## **Project Information**

### **Application Information**

Application Name

1st Judicial District Juvenile Services - LV

Award Requested

\$291,173.80

Total Award Budget

\$291,173.80

### **Primary Contact Information**

Name

Jamie VanHouten

Email Address

[jvanhouten@leavenworthcounty.gov](mailto:jvanhouten@leavenworthcounty.gov)

Address

520 S. 2nd Street  
Leavenworth, KS 66048

Phone Number

(913) 684-0775

## Project Description

### JCAB Funding Information

#### CRITERIA FOR USE OF FUNDS

**K.S.A. 75-52,161(c)(7) states that funds from the Evidence-based Programs Fund may be used for Evidence-based practices and programs in the community pursuant to K.S.A. 2016 Supp. 38-2302, and amendments thereto, for use by intake and assessment services, immediate intervention, probation and conditional release; and training on evidence-based practices for juvenile justice system staff, including, but not limited to, training in cognitive behavioral therapies, family-centered therapies, substance abuse, sex offender therapy and other services that address a juvenile's risks and needs.**

**K.S.A. 75-52,164 states: "All expenditures from the evidence-based programs account of the state general fund shall be for the development and implementation of evidence-based community programs and practices for juvenile offenders, juveniles experiencing mental health crisis and their families by community supervision offices, including, but not limited to, juvenile intake and assessment, court services, community corrections and juvenile crisis intervention centers."**

**Evidence-based means practices, policies, procedures, and programs demonstrated by research to produce reduction in the likelihood of reoffending (KSA 38-2302).**

#### Disqualification Factors:

**KDOC may not consider funding any application that fails to comply with all application requirements. Disqualification factors may include any of the following:**

- Failure to include complete application narrative, budget summary and narrative, and application attachments;
- Funds will not be used for juvenile offenders and/or their family;
- Funds will not be used for evidence-based programs and/or evidence-based practices; or
- Application lacks original signatures where appropriate.

#### FUNDING

**The awarded amount will be for two years (FY24 and FY25). The full award amount will be paid to recipients in July 2023. Recipients will be required to submit quarterly financial reports and any unexpended funds at the end of FY25 must be returned to KDOC.**

**Approved funding will go through the local community corrections agency, who will then distribute funds to sub-contractors as necessary.**

**Community Corrections is not required to keep the JCAB funds in a separate account, although it is preferred. Reporting on these funds must be maintained separately, including cash on hand balances.**

#### Modification of Funds:

**The KDOC reserves the right to require changes to the application budget at the time of the grant award and will communicate any changes to the applicant. KDOC may negotiate all or part of any proposed budget after execution of the grant award agreement due to funding or provisions to program requirements.**

#### MANDATORY OUTCOMES/PROGRAM TRACKING REQUIREMENTS

**In addition to the outcomes tracked by the service provider, the following outcomes MUST be tracked and reported to KDOC on a quarterly basis.**

- Percent of youth successfully completing program (target: 80%)



- **Percent of youth living at home at completion of program (target: 100%)**
- **Percent of youth in school and/or working at completion of program (target: 90%)**
- **Percent of youth with no new arrests at completion of program (target: 80%)**

**Sub-contracted programs will be required to submit quarterly financial and outcome reports to the Community Corrections Director or designee in order to complete quarterly reporting requirements through Amplifund.**

Grantees will be required to utilize a workbook developed by KDOC to report quarterly outcomes. Information will be provided regarding this process at the time of award notification.

Grantees will be required to record expenses in Amplifund and submit quarterly financial reports to KDOC.

Information regarding quarterly reporting processes will be provided at the same time as award notifications are made.



## Applicant Agency Profile

### Agency Information

Administrative Contact Name

Jamie VanHouten

Administrative Contact Address Line 1

520 S. 2nd Street

Administrative Contact Address Line 2

Administrative Contact City

Leavenworth

Administrative Contact State

KS

Administrative Contact Zip Code

66048

Administrative Contact Phone Number

9136840768

Administrative Contact Email Address

jvanhouten@leavenworthcounty.gov

### Juvenile Corrections Advisory Board Information (JCAB)

JCAB Chairperson Name

Dan Nicodemus

JCAB Chairperson Address Line 1

601 S. 3rd Street

JCAB Chairperson Address Line 2

Suite 2055

JCAB Chairperson City

Leavenworth

JCAB Chairperson State

KS

JCAB Chairperson Zip Code

66048

JCAB Chairperson Phone Number

9136802502

JCAB Chairperson Email Address

dnicodemus@firstcity.org

### Admin/Host County Board of County Commission Information

BOCC Chairperson Name

Vicky Kaaz

BOCC Chairperson Address Line 1

300 Walnut Street



BOCC Chairperson Address Line 2  
Suite 225

BOCC Chairperson City  
Leavenworth

BOCC Chairperson State  
KS

BOCC Chairperson Zip Code  
66048

BOCC Chairperson Phone Number  
9136840417

BOCC Chairperson Email Address  
vkaaz@leavenworthcounty.gov

**Admin/Host County Financial Officer Information**

Host/Administrative County Financial Officer Name  
Janet Klasinski

Host/Administrative County Financial Officer Address Line 1  
300 Walnut Street

Host/Administrative County Financial Officer Address Line 2  
Suite 106

Host/Administrative County Financial Officer City  
Leavenworth

Host/Administrative County Financial Officer State  
KS

Host/Administrative County Financial Officer Zip Code  
66048

Host/Administrative County Financial Officer Phone Number  
9136840421

Host/Administrative County Financial Officer Email Address  
jklasinski@leavenworthcounty.gov



## **Program Proposals**

### **Program Funding Request Form**

Utilize FY24-Form-JCAB\_Programs to provide details regarding the proposed program/service you are requesting funding for. A separate form must be completed and uploaded for each program that funding is being requested for.

FY24 Form-JCAB\_PROGRAMS.xlsx

Attach funding request 1 here.

FY24 Form-JCAB\_PROGRAMS.xlsx

Attach funding request 2 here.

Attach funding request 3 here.

Attach funding request 4 here.

Attach funding request 5 here.

Attach funding request 6 here.

Attach funding request 7 here.

Attach funding request 8 here.

Attach funding request 9 here.

Attach funding request 10 here.

Combine any remaining funding request forms into a single PDF file and upload it here.

Attach any supplementary documentation here as a single PDF file. If documentation applies to multiple funding requests, please clearly label which request each page references.



## Budget Instructions

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS AND PAYMENTS.

FY24-25 JCAB Allocations

FY24-25 JCAB Grant Allocations.pdf

## GENERAL INFORMATION

**Agencies may only budget for FY24 & FY25 expenditures that are state funded.**

**Budgeting for expenditures, including pre-paid costs, beyond FY24-25 is not allowed.**

## BUDGET CATEGORIES AND LINE ITEMS

### Budget Categories

- **Categories are pre-defined in Amplifund.**
- **No additional categories may be created by the applicant.**

### Budget Line Items

- **Applicants will enter line items, including the line item descriptor into the budget template in Amplifund.**
- **Applicants are required to utilize the pre-defined line item descriptors provided in the document attached below (FY24 Form-JCAB\_BUDGET\_CAT\_AND\_LINE\_ITEMS).**
- **If additional line item descriptors are needed, agencies may create those when entering their budget. These will be reviewed upon receipt of the application and if questions arise, the applicant will be contacted for clarification.**
- **Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered**

The attached document provides the Budget Categories, Line Item Descriptors and a Glossary. Please review it prior to creating your budget.

FY24 Form-JCAB\_BUDGET\_CAT\_AND\_LINE\_ITEMS.xlsx

## Supplanting

The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited. The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable; however, the grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

## Sign Here

The individual responsible for creating the budget is the individual who should enter their name below.

By entering my name below, I declare that I have reviewed the budget instructions provided by KDOC and have adhered to these instructions as I developed my budget as part of the application process. \*

Jamie VanHouten





## **Signatory Approval**

Utilize Form-SIG\_APPRVL\_JCAB to obtain the required grant application signatory approvals.

FY24 Form-SIG\_APPRVL\_JCAB.pdf

Attach the signed copy of Form-SIG\_APPRVL\_JCAB here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency. \*



## Budget

### Proposed Budget Summary

#### Expense Budget

	Grant Funded	Total Budgeted
<b>J-JCAB Client Services</b>		
JCAB Academic Education Services	\$500.00	\$500.00
JCAB Client Incentives	\$1,200.00	\$1,200.00
JCAB Electronic Monitoring Services	\$6,000.00	\$6,000.00
JCAB Subsistence Assistance	\$500.00	\$500.00
JCAB Transportation Assistance	\$500.00	\$500.00
<b>Subtotal</b>	<b>\$8,700.00</b>	<b>\$8,700.00</b>
<b>J-JCAB Communications</b>		
JCAB Cell Phone	\$4,320.00	\$4,320.00
<b>Subtotal</b>	<b>\$4,320.00</b>	<b>\$4,320.00</b>
<b>J-JCAB Salary &amp; Benefits</b>		
JCAB Non-Admin Benefits	\$35,268.19	\$35,268.19
JCAB Non-Admin Benefits FY25	\$37,871.65	\$37,871.65
JCAB Non-Admin Salary	\$97,914.96	\$97,914.96
JCAB Non-Admin Salary FY25	\$104,769.00	\$104,769.00
<b>Subtotal</b>	<b>\$275,823.80</b>	<b>\$275,823.80</b>
<b>J-JCAB Supplies</b>		
JCAB Group Supplies	\$830.00	\$830.00
<b>Subtotal</b>	<b>\$830.00</b>	<b>\$830.00</b>
<b>J-JCAB Training</b>		
JCAB Registration	\$1,500.00	\$1,500.00
<b>Subtotal</b>	<b>\$1,500.00</b>	<b>\$1,500.00</b>
<b>Total Proposed Cost</b>	<b>\$291,173.80</b>	<b>\$291,173.80</b>

#### Revenue Budget

	Grant Funded	Total Budgeted
<b>Grant Funding</b>		
Award Requested	\$291,173.80	\$291,173.80
<b>Subtotal</b>	<b>\$291,173.80</b>	<b>\$291,173.80</b>



	Grant Funded	Total Budgeted
Total Proposed Revenue	\$291,173.80	\$291,173.80

**Proposed Budget Detail**

See attached spreadsheet.

**Proposed Budget Narrative**

**J-JCAB Client Services**

**JCAB Electronic Monitoring Services**

\$3000 per year to assist in the payment of EM services for youth and their families.

**JCAB Client Incentives**

\$600 a year for client incentives

**JCAB Transportation Assistance**

Funds to provide transportation assistance vouchers, for example: gas cards, uber gift cards, bikes, etc.

**JCAB Subsistence Assistance**

Funds to provide subsistence assistance vouchers, for example: gift cards for clothing, hygiene products, etc.

**JCAB Academic Education Services**

Funds to provide education assistance vouchers, for example: application/testing fees, tutors, GED prep classes, GED exams, etc.

**J-JCAB Communications**

**JCAB Cell Phone**

3 cell phones at \$60 each per month. \$180 per month for two years.

**J-JCAB Salary & Benefits**

**JCAB Non-Admin Salary**

50% YJRC supervisor salary @ \$37627.2 45% program specialist salary @\$28557.36 50% program specialist salary @\$31730.4

**JCAB Non-Admin Benefits**

50% supervisor benefits @ \$12,952.29 45% program spec benefits @ \$10,570.69 50% program spec benefits @ \$11,745.21

**JCAB Non-Admin Salary FY25**



FY24 salaries multiplied by 1.07 to buffer for COLAs in FY25

**JCAB Non-Admin Benefits FY25**

FY24 benefits increased 7ish percent to buffer for increases in benefit contributions due to COLAs.

**J-JCAB Supplies**

**JCAB Group Supplies**

Supplies for group, paper, office supplies, workbooks, dry erase markers, pens/pencils, etc.

**J-JCAB Training**

**JCAB Registration**

\$250 per facilitator for registration of continuing education/new curriculum training to assure we are being progressive. \$750 a year virtual training budget.

**JCAB ~ Evidence Based Program Funding Request**

<b>Applicant Agency:</b>	Leavenworth County Community Corrections	
Address 1:	520 S. 2nd Street	
Address 2:		
City/State/Zip:	Leavenworth, KS 66048	
Contact Person:	Jamie VanHouten, Director of Community Corrections	
Name of Contact Person:	Kaitlynn Hardison, Juvenile Programs Supervisor	
Contact Person Phone:	9136840775	
Contact Person Email:	<a href="mailto:khardison@leavenworthcounty.gov">khardison@leavenworthcounty.gov</a>	

**Will this program be subcontracted to another agency/organization?**       Yes     No

**Why is the proposed program/service needed in the judicial district? Please identify the specific risk/needs the program/service is seeking to address (i.e. criminogenic needs, responsivity, employment, etc.) and include current and relevant data that demonstrates a need for this program/service.**

Here in the 1st Judicial District there are gaps in reference to available cognitive intervention programs and youth/family resource centers. The need for youth offenders and their families to receive these evidence-based programs is vital to our community's public safety, their futures, and our local court systems who can't refer youth to alternative interventions. Programming will ensure a positive change in juveniles' and their family's lives. By offering in-house evidence-based programs and collaborating with current treatment providers, schools, and the community we will be able to address some of the gaps which previously left youth and families without the cognitive educational tools necessary for long-term behavior change. Having a location full of resources for our delinquent youth, a place which will help obtain vital documents, focus on educational needs, future employment, offer cognitive interventions, and allows youthful offenders an opportunity to give back to our community through park clean-ups will have a positive impact on the lives of our juveniles and their ability to live productively in society. The Evidence-Based programs that are available are NCTI Crossroads Curriculum, Parent Project, Moral Reconciliation Therapy (MRT) and Strengthening Families Program 10-14 (SFP). NCTI Crossroads Curriculum targets the youth based on their YLS/CMI risk levels in certain categories that may be higher than others. This targets the specific behaviors and assists with the processing piece. This program addresses truancy, cognitive life skills, delinquent behavior, shoplifting, gang involvement, drugs and alcohol and anger management. This program last between 4-22 weeks depending on if the youth is considered to be low, moderate or high risk. MRT is designed for youth that show the need for additional cognitive behavioral reasoning and problem-solving skills. This program leads the youth to making better decision and increasing their positive behavior. This program specifically targets youth with a moderate to high YLS/CMI score. Parent Project and Strengthening families Programs 10-14 (SFP) targets the parents with youth that have a moderate to high YLS/CMI score in the family and parenting section. Parent Project is a 10-16-week program that gives parents tools to better handle different conflicts with their strong-willed child and/or children. SFP encourages families build more positive relationships and learn techniques that work and would benefit both the parent and the youth.

**Description of Proposed Service/Program, including timeframe (i.e. school year, number of sessions, number of weeks, etc.)**

Leavenworth County Community Corrections operates a Youth Justice Resource Center (YJRC) which is a day reporting center where local area youth and their families receive intervention assistance to reduce further criminal justice system involvement for Juvenile Offenders. A variety of evidence-based cognitive intervention groups are offered on-site during day hours, as well as evening hours when required to accommodate working parents and after school needs. The YJRC remains focused on meeting each youth's individualized programming needs. As such, services received are based on each youth's risks determined by their YLS/CMI assessment and collateral information obtained during their Juvenile Intake Assessment, which ensures they are receiving targeted interventions and the proper dosage. By offering a selection of evidence-based curriculum, the YJRC can also be responsive to each individual youth's unique needs, while still following fidelity. YJRC staff also provide JO youth and their families assistance obtaining vital documents such as birth certificates, social security cards, and state IDs. By providing these services to youth, the YJRC is increasing opportunities for youth to obtain and maintain employment, as well as enroll in continuing education programs. The YJRC has also dedicated itself to the community by adopting a local park where staff can supervise youth under supervision participating in community service work hours. In addition to providing youth with services, parents of justice involved youth are eligible to participate in Parent Project or Strengthening Families. YJRC programming operates year round and the number of sessions or weeks a youth attends our programs is based on the curriculum of each program or the basis of their referral.

**Participant Program Cost**

Is there a cost associated with the program/service?       Yes     No

If Yes, please explain:

N/A

**Completion Criteria**

Participants are expected to have regular attendance for day reporting, comply with all program rules while engaged in any group setting, obtain any necessary vital documents, participate in community service work if required, and ultimately must complete the appropriate cognitive-intervention program for which they were referred. Any other evidence-based recommendation as required by the court must also be completed. The completion timeframe varies for each individual referral and their service/dosage needs associated with their risks.

<b>Target Population</b>	
Demographics	Youth between the ages of 13-21
Eligibility Criteria	To participate, youth must reside in the 1st Judicial District and their justice system involvement must be related to a juvenile offense.
Referral Source	JIAS, diversion officers, ATCO IIP, Court Services, Community Corrections, Juvenile Judges, Prosecutors, SROs
Geographic Area to be Served	Leavenworth and Atchison Counties
<b>Please describe how the program will address racial, ethnic, geographic and other biases that may exist within the program.</b>	
We do not believe there is opportunity for bias to exist, as all youth who are eligible for services through juvenile justice system involvement may participate in YJRC programs. For geographic concerns, there is always an opportunity to attend virtual sessions or obtain assistance with transportation. YJRC providers have also completed a virtual training seminar on "Preventing Harassment, Abusive Behavior, Bullying, and Discrimination". As always, we remain open to feedback in regards to any additional efforts we may need to take to further reduce biases within our program.	
<b>Evidence Base for Proposed Program/Service. Please include credentials or documentation supporting the proposal as promising or evidence-based</b>	
All program curriculum currently offered through the YJRC is listed on the approved evidence-based programming list for the Kansas Department of Corrections (KDOC). We currently use Cross Roads from NCTI to offer groups addressing Truancy, Delinquent Behavior, Theft Prevention, Cognitive Life Skills, Anger Management, and Alcohol & Drugs. We also offer Parent Project and Strengthening Families Program 10-14. Change Company interactive journals are also an option we provide. In addition to cog groups, we provide a safe space for JO youth who have been long term suspended or expelled to work on their education through virtual learning, as USD 453 recently donated Chromebooks and a hot spot to our program. We are very thankful for the support from the school district as we know failure to complete high school or an equivalency program is a "big 8" criminogenic risk factor. We also assist in obtaining vital documents to further our youth's ability to gain employment, as these documents are required for tax purposes. Lastly, we refer out to clinical treatment providers and assist in warm handoffs to community partners so youth and parents can access much needed resources. Links to the curriculum mentioned above: <a href="https://strengtheningfamiliesprogram.org/">https://strengtheningfamiliesprogram.org/</a> ; <a href="https://parentproject.com/">https://parentproject.com/</a> ; <a href="https://www.ncti.org/programs/youth-crossroads/">https://www.ncti.org/programs/youth-crossroads/</a> ; <a href="https://www.changecompanies.net/">https://www.changecompanies.net/</a> ; <a href="https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6037516/">https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6037516/</a>	
<b>Monitoring and Evaluation</b>	
Who will be responsible for annual evaluations of the program/service at a the provider level?	
Kaitlynn Hardison, the Juvenile Program Supervisor.	
Describe the process for monitoring and evaluating the program/service at the provider level, including who will conduct evaluations and how they will be done.	
The program administrator collects data on youth who have been referred to the YJRC program and updates that information regularly during program participation. Progress of the youth is reported either weekly or monthly to the referral agency. Follow up data is also collected, regarding further criminal justice system involvement and their discharge status at the time their supervision terminates. That data, along with four other outcome measurement points, is collected quarterly and shared with stakeholders, the JCAB, and then uploaded into AmpliFund for monitoring by KDOC. The program administrator is also tasked with ensuring fidelity to all EBP curriculum being utilized, by requiring staff become certified facilitators prior to teaching cog groups, auditing fidelity through observation, providing facilitator coaching, utilizing pre and posttests with participants/parents as necessary, and mandating continuing education to stay up to date with all current EBP standards.	
If the program/service will be monitored and evaluated by the JCAB, please describe the process, including who will conduct evaluations and how it will be done.	
N/A	
<b>Measurable Outcomes</b>	
Please describe the outcome measures that will be used to determine effectiveness of the program/service. Please include what data will be measured and how it will be measured.	
Juvenile Offenders who participate in YJRC evidence-based programming will successfully complete their supervision terms.	
In addition to outcomes tracked by the program/service provider, the following are mandatory outcomes that must be tracked and reported to KDOC. KDOC will provide a workbook and instructions for tracking outcomes at the time of award notification.	

<b>Outcome</b>	<b>Target</b>
Percent of youth living at home at completion of program	100%
Percent of youth living at home 1 year after completion of program	90%
Percent of youth in school and/or working at completion of program	90%
Percent of youth in school and/or working 1 year after completion of program	90%
Percent of youth with no new arrests at completion of program	80%
Percent of youth with no new arrests 1 year after completion of program	80%
Percent of youth successfully completing program	80%

**Funding Request**

Budget Category	FY24-25 Category Total
Agency Operations	\$0.00
Client Services	\$8,700.00
Communications	\$4,320.00
Contractual	\$0.00
Equipment	\$0.00
Salary & Benefits	\$275,823.80
Supplies	\$830.00
Training	\$1,500.00
Travel	\$0.00
<b>Total Funding Request</b>	<b>\$291,173.80</b>



## FY2024-25 JCAB Grant Signatory Approval Form

Community Corrections Agency 1st Judicial District Juvenile Services - LV



My signature below certifies that I did assist in the development, completion, and review of the agency's grant application (Application). I further certify that:

1. The Application, including all forms and attachments, complies with the directions provided by the Kansas Department of Corrections (KDOC).
2. The Application, including all forms and attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards and the KDOC Financial Rules, Guidelines and Reporting Instructions manual.
3. The Agency will provide timely, complete, and accurate data to the KDOC regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC Juvenile Services Operating Standards, the KDOC Financial Rules, Guidelines and Reporting Instructions manual or special requests from the KDOC.

Furthermore, my signature below certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2023 through June 30, 2025 indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

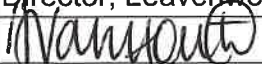
1. Expend grant funds for the development, and implementation of evidence-based community programs and practices for juvenile offenders, juveniles experiencing mental health crisis and their families by community supervision offices, including, but not limited to, juvenile intake and assessment, court services, community corrections and juvenile crisis intervention centers pursuant to KSA 75, 52-164 and as submitted in the Application and approved by the Secretary of Corrections.
2. Assume the authority and responsibility of funds received through the KDOC and ensure compliance with all applicable Federal and State laws, Regulations, KDOC Juvenile Services Operating Standards, policies and procedures, and the KDOC Financial Rules, Guidelines and Reporting Instructions manual. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
3. Obtain advance approval in writing by the Deputy Secretary of KDOC Juvenile and Adult Community Based Services for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds. **Any and all costs associated with non-compliance under this section shall be the responsibility of the Grantee (i.e., Host/Administrative County).**
4. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to Grantee shall be returned to KDOC within thirty (30) days.
5. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC may reduce the amount of the grant award.
6. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
7. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC, its employees and/or its contractual agents.
8. Not consider employees or agents of the Grantee as agents or employees of KDOC. Grantee accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
9. Not hold KDOC and the State of Kansas, and their employees, officials, or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to Grantee.




FY2024-25 JCAB Grant  
Signatory Approval Form

10. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile and Adult Community Based Services for final review and resolution.
11. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
12. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Grantee agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Grantee. grantee further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
13. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the JCAB grant funds.

Agency Director

Printed Name:	Jamie VanHouten
Title:	Director, Leavenworth County Community Corrections
Signature:	
Date:	2/17/2023

Governing/Corrections Advisory Board Chairperson

Printed Name:	Dan Nicodemus
Title:	Deputy Chief of Leavenworth Police
Signature:	
Date:	4-6-2023

Board of County Commission Chairperson (Host/Administrative County)\*

Printed Name:	Vicky Kaaz
Title:	Chairperson, Leavenworth County BOCC
Signature:	
Date:	

FY2024-25 JCAB Grant  
Signatory Approval Form

Host/Administrative County Financial Officer

Printed Name:	Janet Klasinski
Title:	Leavenworth County Clerk
Signature:	
Date:	

\* **Multi-county agencies** shall obtain the signature of the County Commission Chairperson of EACH county, unless either of the following is true:

- ✓ The counties have entered into an **Inter-local Agreement** that specifically states that the host/administrative county commission chairperson can sign for all counties. If so, only the signature of the host county commission chairperson is necessary.
- ✓ The counties have entered into an Inter-local Agreement that bestows the counties' governing authority onto the community corrections advisory board. If so, no county commission chairperson signature is required.

**Please use the following page if additional County Commission Chairperson signatures are required for your agency.**

# Leavenworth County Request for Board Action

Date: April 12, 2023  
To: Board of County Commissioners  
From: Bob Weber, County Appraiser

Department Head Approval:     RJW    

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Approval of disaster relief tax abatement for buildings substantially destroyed by fire on December 23, 2022.

**Recommendation:** County Appraiser recommends approval of a Board Order to credit assessed value for the 2023 tax years for the following properties.

**Destroyed by fire 2022**

Tax ID	Abatement
1-28602	\$292

**Analysis:** K.S.A. 79-1613 allows the Board of County Commissioners to abate all or part of taxes for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire after January 1<sup>st</sup> but prior to August 15<sup>th</sup>. K.S.A. 79-1613 allows the Board of County Commissioners to grant a tax credit against property taxes payable during any or all of the next succeeding three taxable years for a homestead building or improvement destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire on or after August 1<sup>st</sup> but prior to January 1<sup>st</sup> of the next succeeding year, or if the property taxes have already been paid.

**Alternatives:**

**Budgetary Impact:**

- X Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:**

**Additional Attachments:** Board Order, Leavenworth County Disaster Relief Determination orders, Disaster Relief Worksheet

**BOARD ORDER 2023- 3**

**AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, MADE PURSUANT TO THE AUTHORITY GRANTED TO THEM UNDER K.S.A. 79-1613, MAKING CERTAIN FINDINGS REGARDING THE APPLICATIONS FOR THE ABATEMENT OR CREDIT OF PROPERTY TAXES ON CERTAIN HOMESTEADS OR BUILDING OR IMPROVEMENT DAMAGED BY EARTHQUAKE, FIRE, FLOOD, STORM, OR TORNADO**

**ON THIS 12<sup>th</sup> DAY OF April, 2023**, this board, sitting in regular session, considered the applications of the owners of certain homesteads or building or improvement located in the county of Leavenworth for the abatement or credit of property taxes on those homesteads or building or improvement due to the damage to the homesteads by earthquake, fire, flood, storm or tornado. The board, upon having considered the applications and made inquiry as to whether the properties listed in Exhibit “A”, attached hereto and fully incorporated into this Order meet the requirements for the abatement or credit of property taxes as allowed by K.S.A. 79-1613, makes the following findings:

1. That the properties listed in Exhibit “A” meet the definition of “Homestead or Building or Improvement” as set forth in K.S.A. 79-1613(a)(2) and are owned by the applicants.
2. That the properties listed in Exhibit “A” were destroyed by earthquake, fire, flood, storm, or tornado in the tax year listed in Exhibit “A”.
3. That the office of the Appraiser of the county of Leavenworth, Kansas, has inspected the properties listed in Exhibit “A” and made recommended findings to the board as to the extent of damage to the homesteads or buildings or improvements caused by said disaster and the appropriate corresponding abatement of property tax for each homestead or building or improvement so listed.
4. That the assessed valuation for each homestead or building or improvement listed in Exhibit “A” is accurate.
5. That the findings of the office of the Appraiser of the county of Leavenworth as set forth in Exhibit “A” are adopted by this board and fully incorporated into this Order and meet the requirements for the abatement of property taxes of those certain homesteads or buildings or improvements as provided for by K.S.A. 79-1613(d)
6. That the owners of the homesteads or buildings or improvements listed in Exhibit “A” are entitled under law to the abatement or credit of property taxes on said homesteads or buildings or improvements in the amount listed in Exhibit “A”.

WHEREFORE, it is the Order of this board that the property taxes on those homesteads or buildings or improvements listed in Exhibit “A” be abated or credited in the amount shown in said exhibit and that the county clerk and county treasurer shall in each case of abatement or

credit correct their records in accordance with this Order and that the county clerk shall notify the governing body of any taxing district affected thereby.

**ORDERED THIS 12<sup>th</sup> DAY OF APRIL, 2023.**

\_\_\_\_\_  
**VICKY KAAZ, 2<sup>ND</sup> DISTR.**

\_\_\_\_\_  
**JEFF CULBERTSON, 1<sup>ST</sup> DISTR.**

\_\_\_\_\_  
**DOUG SMITH, 3<sup>RD</sup> DISTR**

\_\_\_\_\_  
**MIKE SMITH 4<sup>TH</sup> DISTR.**

\_\_\_\_\_  
**MIKE STEIBEN, 5<sup>TH</sup> DISTR.**

**ATTEST:** \_\_\_\_\_  
**JANET KLASINSKI, CLERK**

# EXHIBIT A

## Destroyed by Fire In 2022

<b>Qref</b>	<b>Tax ID</b>	<b>Owner</b>	<b>House Value</b>	<b>Res Out-building Value</b>	<b>AG Out-building Value</b>	<b>Abatement %</b>	<b>Abatement Amount House</b>	<b>Abatement Amount Outbuilding Res</b>	<b>Abatement Amount Outbuilding Ag</b>	<b>Total Abatement Amount</b>
R20049	1-28602	Porterfield, John	\$126,810			2%	\$292	\$0	\$0	\$292

**Leavenworth County Commissioners Disaster  
Relief Determination for:**

Property address 23390 175<sup>th</sup> St Leavenworth    Date of Occurrence 12/23/2022

Parcel Number: 153-08-0-00-00-002.01-0

Quick Ref: R20049

Tax Id: 1-28602

Applicant (Property owner/taxpayer—nontransferable): Porterfield, John

Mailing Address:

23390 175<sup>th</sup> St  
Leavenworth, KS 66048

**Leavenworth County Commissioners' summary of inquiry and findings:**

*Check Yes or No for each question.*

Was the structure destroyed or substantially destroyed a homestead or building or improvement?  YES     NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?  YES     NO

Was the homestead or building or improvement destroyed or substantially destroyed?  YES     NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

***(If any above are "NO", no tax abatement can be granted.)***

**Based on the date of this event, check the appropriate tax treatment:**

**Abatement:** This event occurred after January 1 but prior to August 15.

**Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

**Documentation provided:**

Written estimate of repairs or rebuilding costs by a licensed contractor or insurance adjuster.

Photos

Other: \_\_\_\_\_

**IT IS THEREFORE ORDERED**, based on the above information, the Board of County Commissioners of Leavenworth County grant:

No abatement will be granted.

Credit \$292 assessed value, for **tax year 2023**.

**IT IS FURTHER ORDERED** the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

**IT IS SO ORDERED**, this   12th   day of   April  , 2023.

\_\_\_\_\_, County Commissioner  
Vicky Kaaz, Chairperson

Appraiser	_____	_____
	Notes	Date
Clerk	_____	_____
	Notes	Date
Treasurer	_____	_____
	Notes	Date



# Case No. DEV-22-155

## Special Use Permit – Whiskey Ridge

**Staff Report – Board of County Commissioners**

**April 12, 2023**

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**GENERAL INFORMATION:**

**Applicant:** Dan & Cindy Lynch

**Planner:** Amy Allison

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**UPDATE:**

The Board of County Commissioners first considered this item on February 1, 2023. The Board requested that the applicant provide an engineering report showing the building met the 2006 International Building Codes and tabled the item until the February 8, 2023 meeting. During the February 8, 2023 Board of County Commissioners meeting, the applicant requested to table the item for a second time to allow them the opportunity to seek an exception from the State Fire Marshall's office for the fire suppression system. The Board of County Commissioners agreed to table the item until the March 1, 2023 meeting.

On February 28th, the Planning & Zoning Department received a code footprint from the applicant which requested a variance from the automatic fire sprinkler system. Due to the request for the variance, the applicant had to apply for an appeal from the Board of Building Codes. The Board of Building Codes was convened on March 8, 2023 where they heard the appeal request. As of that date, the applicant had not yet received an approval from the Fire Marshal's office to waive the automatic sprinkler system. The Board of Building Codes requested that information before they made their determination. They also requested additional information from the applicant. The applicant agreed to table the item until a letter from the State Fire Marshal's office has been received. The appeal was tabled until March 22, 2023.

On March 22, 2023, the Board of Building Codes considered the request to appeal the Fire Suppression Requirement of the adopted building codes. The Board denied the request on a vote of 3-1.

On March 29, 2023, The Board of County Commissioners reviewed the request. The applicant proposed to install the required fire suppression system but requested to be allowed to continue operation of their Event Center utilizing a fire watch during events, while the suppression system was being installed. They anticipated it would take six months for installation. They would contract with the local township fire district to provide two certified firefighters and a truck to be onsite for the fire watches. The Board directed to staff to prepare a resolution for conditional approval to allow for the temporary fire watches as long the applicant provided a signed agreement from the township fire district.

On April 5, 2023, the Board of County Commissioner reheard the case and was notified at that time that the township fire district would not sign the agreement. The applicant then presented an alternative option where they would contract with a minimum of two certified firefighters and provide their own fire truck for the proposed fire watches. The Commissioners discussed this proposal and requested that the applicant provide documentation that the fire truck would meet all State certification requirements. The Board directed staff to provide an updated resolution with the specified changes for the April 12, 2023 meeting. The resolution has been amended to reflect those changes.

Staff would also like to correct an error in the original staff report. It stated that the building permit for this structure was approved in 2021. The building permit application was received in June of 2022.

**Case No. DEV-22-155  
Special Use Permit – Whiskey Ridge**

**Staff Report – Board of County Commissioners**

**March 29, 2023**

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**GENERAL INFORMATION:**

**Applicant:** Dan & Cindy Lynch

**Planner:** Amy Allison

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**UPDATE:**

The Board of County Commissioners first considered this item on February 1, 2023. The Board requested that the applicant provide an engineering report showing the building met the 2006 International Building Codes and tabled the item until the February 8, 2023 meeting. During the February 8, 2023 Board of County Commissioners meeting, the applicant requested to table the item for a second time to allow them the opportunity to seek an exception from the State Fire Marshall's office for the fire suppression system. The Board of County Commissioners agreed to table the item until the March 1, 2023 meeting.

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Staff would also like to correct an error in the original staff report. It stated that the building permit for this structure was approved in 2021. The building permit application was received in June of 2022.

**Case No. DEV-22-155**  
**Special Use Permit – Whiskey Ridge**

**Staff Report – Board of County Commissioners**

**March 15, 2023**

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**GENERAL INFORMATION:**

**Applicant:** Dan & Cindy Lynch

**Planner:** Amy Allison

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**UPDATE:**

The Board of County Commissioners first considered this item on February 1, 2023. The Board requested that the applicant provide an engineering report showing the building met the 2006 International Building Codes and tabled the item until the February 8, 2023 meeting. During the February 8, 2023 Board of County Commissioners meeting, the applicant requested to table the item for a second time to allow them the opportunity to seek an exception from the State Fire Marshall's office for the fire suppression system. The Board of County Commissioners agreed to table the item until the March 1, 2023 meeting.

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**Case No. DEV-22-155  
Special Use Permit – Whiskey Ridge**

**Memo – Board of County Commissioners**

**February 24, 2023**

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**GENERAL INFORMATION:**

**Applicant:** Dan & Cindy Lynch

**Planner:** Amy Allison

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**UPDATE:**

The Board of County Commissioners first considered this item on February 1, 2023. The Board requested that the applicant provide an engineering report showing the building met the 2006 International Building Codes and tabled the item until the February 8, 2023 meeting. During the February 8, 2023 Board of County Commissioners meeting, the applicant requested to table the item for a second time to allow them the opportunity to seek an exception from the State Fire Marshall's office for the fire suppression system. The Board of County Commissioners agreed to table the item until the March 1, 2023 meeting. The Planning & Zoning Department has not received any further communication from the applicant as of the date of writing this memo.

## RESOLUTION 2023-4

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally approving the issuance of a Special Use Permit to Orison LLC (“operator”) for the operation of an Event Center to be located on the following described real property:

A tract of land in the Southwest Quarter of Section 3, Township 11 South, Range 21 East of the 6th P.M. in Leavenworth County, Kansas more commonly known as 19051 Tonganoxie Drive.

WHEREAS, an application for a Special Use Permit for the above real property described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 8<sup>th</sup> day of November, 2022, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon said application for a Special Use Permit on the 11<sup>th</sup> day of January, 2023; and

WHEREAS, the Leavenworth County Planning Commission, upon the conclusion of its public hearing on the application, and based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be conditionally approved, subject to conditions as set forth herein; and

WHEREAS, the Board of County Commission considered, in session on the 5<sup>th</sup> day of April, 2023, the recommendation of the Leavenworth County Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commission of Leavenworth County, Kansas, that:

Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and, based upon the findings of fact adopted by the Board of County Commission in regular session on the 5<sup>th</sup> day of April, 2023, and incorporated herein by reference;

That the application submitted in Case No. DEV-22-155, a Special Use Permit for an Event Center, is hereby conditionally approved subject to the following conditions:

1. Events shall be limited to the hours of 8:00 AM until 11:00 PM. All business operations in the Event Center shall cease by 12:00 AM.
2. A commercial building permit, to include a detailed site plan, must be filed for the Event Center building.
3. A report from a licensed engineer, and report of the State Fire Marshall, shall be submitted verifying that the Event Center structure meets the 2006 Commercial Building Codes as adopted by the county, to include the installation of a fire suppression system. Said report shall be filed in the Office of Planning Zoning on or before October 18, 2023, provided that for good cause shown, the board of county commissioners may grant additional time for the submission of said reports. Should the reports referenced herein not be filed on the date stated, and no additional time for the submission be granted by the board of county commissioners, the conditional SUP granted herein shall expire and become null and void.

Provided, that prior to the filing of said reports, at all times of operation of the Event Center, operator shall ensure that not less than two (2) persons certified as firefighters shall be present on the premises and that a fire truck, inspected and certified under the regulations of the State

Fire Marshall of the state of Kansas, having approved pumping flow capacity, shall be in operable condition and present on the premises.

4. The conditional SUP shall be limited to four full-time employees and unlimited seasonal employees.
5. The applicant shall submit an approved NOI & SWPPP from the Kansas Department of Health and Environment Bureau of Water.
6. An engineered on-site waste water treatment system is required or authorization from a licensed engineer that the existing system is compatible with the proposed use and acceptance by the Kansas Department of Health and Environment.
7. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
8. No on-street parking shall be allowed.
9. This conditional SUP shall be limited to the Narrative and accompanying documents dated November 8, 2022, December 6, 2022 (received), December 15, 2022 and January 5, 2023 (received) submitted with this application.
10. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
11. Any noise generated from the proposed activities shall be limited to 60 dB, as measured from the property line.
12. Any light generated from the proposed activities shall be limited to 0 foot-candles, as measured from the property line.
13. No outdoor storage of materials shall be allowed.
14. All waste generated from the proposed business shall be disposed of in a manner that meets all local, state and federal requirements.
15. That developer must comply with the following memorandums:
  - a. Email – Karen Armstrong, RWD 9, dated November 17, 2022
  - b. Email – Mark Billquist, Stranger FD, dated November 27, 2022
  - c. Memo – Mitch Pleak, Olsson, dated January 5, 2023
16. This conditional SUP requires compliance with all local, state, and federal rules and regulations that may be applicable.
17. After approval of this conditional SUP by the Board of County Commissioners all conditions listed shall be adhered to and required documents shall be provided to the Planning and Zoning Office before the conditional Special Use Permit shall take effect.

18. That no public nuisance be allowed or created upon the subject real property.
19. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Orison LLC, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

Adopted this \_\_\_\_ day of April, 2023  
Board of County Commissioners  
Leavenworth, County, Kansas

\_\_\_\_\_  
Vicky Kaaz, Chair

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski, County Clerk

\_\_\_\_\_  
Mike Smith, Member

\_\_\_\_\_  
Doug Smith, Member

\_\_\_\_\_  
Mike Stieben, Member

# Leavenworth County Request for Board Action

**Date:** March 24, 2023  
**To:** Board of County Commissioners  
**From:** Mark Loughry

**Additional Reviews as needed:**

**Budget Review**  **Administrator Review**  **Legal Review**

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**Action Requested:** Approve the updated public comment policy.

**Recommendation:** Approval.

**Analysis:** Commissioners, as directed I have updated the Public Comment Policy to reflect the direction given by the Commission on March 15<sup>th</sup>.

**Alternatives:** Continue with the current policy

**Budgetary Impact:**

No budgetary impact



SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
<b>Public Comment Policy</b>	BOCC	4-1-2023	

**STATEMENT:**

The Leavenworth Board of County Commissioners (BOCC) recognizes the importance of an engaged public. In order to encourage and allow meaningful interaction the Commission understands the need to have specific policies in place.

Therefore, the BOCC wishes to implement the following policy. Any current policy or practice in place that would be in conflict with this policy is repealed.

**POLICY:**

Verbal public comment on non-agenda items of general interest to the Board of County Commissioners shall be limited to 30 minutes at the beginning of each regular meeting. Each speaker will be allowed up to three minutes of time with no more than 10 spots being reserved. No donating or sharing of time will be allowed. There should be no expectation of interaction with the Commission, staff or other members of the audience during this time.

Verbal public comment on agenda items shall be limited to 15 minutes at the beginning of each agenda item. Each speaker will be allowed up to three minutes of time with no more than five spots being reserved. No donating or sharing of time will be allowed.

Signup for non-agenda items and agenda items will be accepted up until 8:30 AM on the day of the meeting.

Everyone wishing to provide comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.

During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. The comment will be included and distributed with the normal meeting packet.

Verbally provided public comment will be in person only at all times.

No rude, offensive, inappropriate comments or comments attacking or directed at an individual will be allowed. Anyone refusing to follow this policy and the direction of the chairperson will be asked to sit down and will be escorted out if they continue to disrupt the meeting.

**COUNTY OF LEAVENWORTH SOLID WASTE DEPARTMENT**  
**Quarterly Report January - March, 2023**  
**Presented April 12, 2023**

### Tonnage/Materials

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- 7790 customers serviced.
- 6811 tons processed.
- 3541 tons of MSW (municipal solid waste).
- 3057 tons of C & D (construction and demolition).
- 1 ton of free brush.
- 182 tons total brush processed.
- 221 free tires.
- 16 tons total tires processed.

### Annual Clean-up

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- 103 Residents – 58 tons

### KDHE

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- The annual composting permit is renewed until 8/1/23.
- The annual transfer station permit 0755 is renewed until 8/1/23.
- The 2022–5-Year Solid Waste Management Plan Update is due 3/12/2027.
- The annual stormwater permit is renewed until 3/28/23. Sent in fee waiting for new renewal letter.
- The annual HHW permit 0901 is renewed until 8/1/23. Date changed from 6/11/23 to renewal date 8/1/23 when permit 077 is due. KDHE has reorganized permit due dates.
- HHW pickup is due 7/18/23.

### HHW

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- Had 224 appointments.

### MEETINGS/TRAINING

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- New hire Austin completed required 24-hour HHW and received certification.
- Met with Bill Broeker – started plastic bag recycling program at transfer station & courthouse.
- Attended SW Committee meeting.
- Held Monthly safety meetings.
- Attended County safety meetings.
- Attended KDHE webinars and Keims system training for SWPPP.
- Staff attended WasteWORKS training for software update changes.
- Attended meetings with Mark i.e. fleet, solid waste committee member replacement and possible integration with Forte on WasteWORKS.
- Thomas from Kpers 457 visited staff and answered any questions staff had.

### MISCELLANEOUS

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- One Operator retired.
- One Operator turned in notice. His wife is being reassigned in Army.
- Put tarp/bungees packets together to start 5/1/23 with the increased tarp fee.

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# Quarterly Report

April 12, 2023

Prepared By:  
Bob Weber, County Appraiser

## Ongoing Activities

### 1. Informal Hearings

- a. The Appraiser's office sent change of value notices March 1st. The values on 789 parcels were appealed out of a total of 32,191 parcels. We have scheduled and held all informal meetings with tax payers.

#### 1. Year Informal Hearings

2023	789
2022	711
2021	438
2020	387
2019	713

- b. The last day to schedule an appeal was March 31<sup>st</sup>.

### 2. Personal Property

- a. Six Thousand personal property renditions were mailed to property owners on January 21st.
- b. We have received 3,334 renditions back. Personal property staff have valued 2,452 of the returned renditions.
- c. The County Appraiser has until May 1st to send personal property valuation notices on timely filed renditions.
- d. The County Appraiser is required to apply a late filing fee on all renditions filed after March 15<sup>th</sup>. The penalty is 5% a month up to 25%. The failure to file penalty is 50%.

### 3. Sales

- a. 351 total sales have been received though the first quarter of 2023. This compares to 439 in 2022 and 503 in 2021. The median number of sales for the first quarter over the previous ten years is 355.

### 4. Property Tax legislation

- a. HB 2002 as amended Requires two previous year on change of value notice instead of just the previous year. Allows for fee simple appraisals in residential appeals. Discontinues the prohibition of a payment under protest after a spring valuation appeal. Codifies adverse agricultural land influences.

- b. HB 2457 would increase the exemption, for the 20 mill school general levy, from 40,000 to 80,000.
- c. SCR 1610 limits valuation increases to 3% on real property. With the exceptions the property includes new construction, is disqualified for exemption, the class or subclass is changed, title to the property is changed. This is a constitutional amendment that requires 2/3 majority.
- d. SB 252 creates a property and sales tax exemption for businesses located in cities where a facility owned or operated by a governmental entity competes against the business. The competing activity of the government would have begun after the business started using the real property for qualifying purposes. Qualifying businesses would be limited to child care centers, entertainment businesses, exercise businesses, health clubs, recreation businesses, or restaurants.