



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 16, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Retail Dealer's 2022 Cereal Malt Beverages License for Richard Britt - Britt's Farm
4. Action on Portable Communication Device Allowance Form(s)
5. Sign Riley County Personnel Action Form(s)
6. Approve payroll/accounts payables (when completed)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Dec 13, 2021 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Jim Genandt, MATC President

10. MATC update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Administrative Work Session
12. Application of Jeffery S. Adam to Contract With Riley County For Indigent Defense Services in 2022
13. Authorizing Riley County to Participate in Nationwide Opioid Settlements

9:50 AM Break

10:00 AM Gary Fike, County Extension Director
14. 2022 Rural Revitalization Conference

10:15 AM Dennis Butler, RCPD Director
15. RCPD update

10:30 AM Ron Fehr, Manhattan City Manager
16. Manhattan City General Update

11:00 AM Julie Gibbs, Health Department Director
17. RCHD request for a new Clinic Coordinator position in the clinic.
18. RCHD Raising Riley request for approval to submit the Early
 Childhood Block Grant

Adjournment

Announcement

 A Special Law Board Meeting will be held today at 5:30 p.m. in the
 City Commission Meeting Room, 1101 Poyntz Avenue.
19. Special Law Board Meeting Agenda

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



COUNTY CLERK & ELECTIONS
License

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Jodie Grimes, Account Clerk/License

MEETING: December 16, 2021

SUBJECT: Retail Dealer's 2022 Cereal Malt Beverages License for Richard Britt - Britt's Farm

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to sign a Retail Dealer's 2022 Cereal Malt Beverages License for Richard Britt - Britt's Farm 1000 S. Scenic Drive, Manhattan, Kansas 66503/520 Airport Manhattan, KS 66503.

Move to deny

Enclosures:

- Cereal Malt Beverages Britt(PDF)

The board of county commissioners in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of such application.

NOTICE TO TOWNSHIP BOARD

State of Kansas, Riley County, ss.

To the Township Clerk, Ogden Township, in said County:

This is to notify the members of your Township Board that application has been filed with the County Commissioners by Richard Britt (Britt's Farm)

for a license to sell cereal malt beverages at retail in said Township, at _____

1000 S. Scenic Dr Manhattan KS 66503/ 520 Airport Manhattan KS 66503

(Location as stated in application)

such sales* _____ to be broken case lots.

The Township Board may within ten (10) days file advisory recommendations as to the granting of such license and such advisory recommendations shall be considered by said Board of County Commissioners before such license is issued—K.S.A. 41-2702.

Done by the Board of County Commissioners, this 16th day of December 20 21

Attest:

Chairman.

County Clerk.

(SEAL)

*If sales are in original and unbroken case lots, insert the word "not" before "to be in broken case lots."

Attachment: Cereal Malt Beverages Britt (11570 : Retail Dealer's 2022 Cereal Malt Beverages License)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 125

RETAIL

No. 4

DEALER'S

2022

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Richard Britt (Britt's Farm) to sell at retail

CEREAL MALT BEVERAGES

Consumption on Premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1000 S. Scenic Dr. Manhattan KS 66503/ 520 Airport Manhattan KS 66503

(Give exact location, with street number, if any.)

in the Township of Ogden in Riley County, Kansas,

Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire December 31, 2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Riley County, Kansas,

(SEAL) this 16th day of December, 2021

Attest: _____

County Clerk

Chairman

Form B-374



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: December 16, 2021

SUBJECT: Action on Portable Communication Device Allowance Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

POSSIBLE MOTION(S)

Move to approve the Portable Communication Device Allowance Form(s).

Move to deny the Portable Communication Device Allowance Form(s).

Move to table the Portable Communication Device Allowance Form(s).

Enclosures:

- E McMillan Portable Comm Device Allowance 2021-12 (PDF)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

EMPLOYEE CERTIFICATION: I have read and understand the requirements stated above and agree to adhere to them. I will fully cooperate with the County in making its response to any open record request directed to my personal portable communication device. I will immediately advise the County Counselor of any electronic or written open record request I receive which is directed to my personal portable communication device.

Please indicate if you wish to continue with existing phone number as currently issued by the county.

YES ☐ NO ☐ If, yes, please list the phone number: _____

Portable Communication Device Allowance Plan: ☐ \$25 ☐ \$40 ☒ \$65 Data Enabled

☐ Authorized to use personal portable communication device for business use reimbursed at a rate of \$.25/minute.

Name of Authorized User: Evan McMillan

(Please print)

Evan McMillan

Signature of Authorized User

12/02/2021

Date

Phone # (316) 708-3238

Department Head Approval: John McMillan

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman

Date

Note: Please keep a copy of this certificate for your records and send the original to the County Human Resource Manager.



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: December 16, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-12 A Stephenson (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 12/7/2021
☒ Change		Employee #

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Stephenson	Aaron		
------------	-------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Contact Tracer	Health Department	00030-000400-0337
----------------	-------------------	-------------------

Position Title Department Fund

12/7/2021	☐	☒		☒ Yes	☐ No
-----------	--------------------------	-------------------------------------	--	---	-----------------------------

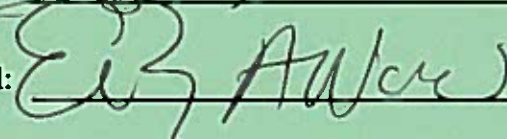
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

B	9	\$15.80	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
---	---	---------	--	----	------------------------------------	--	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 12-6-21

Personnel:  12/13/21

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 20, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

David Adams, EMS/Ambulance Director

1. Staff update
2. North County Alternative

9:30 AM

Press Conference

3. Public Notice - John Ellermann (2 minutes)

9:50 AM

Alvin Perez, Operations and Fleet Manager

4. Bid opening for tandem axle dump trucks

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

10:30 AM

Vivienne Uccello, PIO

6. PIO update

12:00 PM

Law Enforcement Agency Meeting

Attachment: 12-20-21 tentative agenda (10517 : Tentative Agenda)

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 23, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

1. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

3. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

4. Staff update

Adjournment

Announcement

Riley County Offices will be closed at 12:00 (noon) today and Friday,
December 24, 2021 in observance of the Christmas Day holiday.

Attachment: 12-23-21 tentative agenda (10517 : Tentative Agenda)

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 12-23-21 tentative agenda (10517 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Application

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 16, 2021

SUBJECT: Application of Jeffery S. Adam to Contract With Riley County For Indigent Defense Services in 2022

PRESENTER: Clancy Holeman; Jeffery S Adams

BACKGROUND

Currently there are 4 vacancies for attorneys willing to provide indigent defense services to Riley County in 2022.

Attachment "A" is an example of the 2022 contract. Two of the attorneys currently contracting for those services in 2021 have signed this contract for 2022: Chris Biggs and Chris Bailey.

State law and this state's constitution require Riley County to provide and pay for the legal services described in Attachment "A".

DISCUSSION

Today attorney Jeffery S. Adam offers you his application for one of these 4 vacancies.

Mr. Adam's letter of interest and application appear as Attachment "B."

FISCAL IMPACT

The monthly compensation available to all attorneys who contract with Riley County for these services in 2022 is \$4,745.83.

RECOMMENDATION(S)

As the Board has done previously, feel free to speak with Mr. Adam today and make a determination whether you will offer him the 2022 contract.

If you decide to contract with Mr. Adam today, the signatures of both parties can be obtained during this meeting.

POSSIBLE MOTION(S)

A. "I move that the Board contract with Jeffery S. Adam for indigent defense services in 2022."

B. "I move that the Board not contract with Jeffery S. Adam for indigent defense services in 2022."

Enclosures:

- Indigent Panel Contract Mr. Adam (PDF)
- Cover LTR and Application(PDF)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, _____ an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

- G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.
3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.
- 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.
- 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.
4. **COMPENSATION OF ATTORNEY.**
- A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment.

The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally.

Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE**. Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS**. It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY**. The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____

Signature

_____, Chair

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor

November 10, 2021

Clancy Holeman
Riley County Counselor
115 N. 4th St., 3rd Floor West
Manhattan, KS 66502

Re: Indigent Defense Panel

Dear Mr. Holeman:

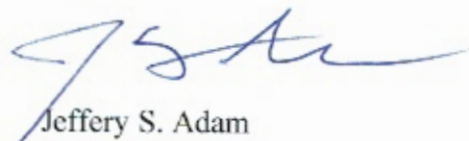
Please accept this letter and attached resume as my application for any vacancy on the Riley County Indigent Defense Panel for the 2022 calendar year.

As you know from my application last year, I have maintained a similar contract with Geary County for the past three years. I understand what it takes to provide quality representation for a significant number of clients with misdemeanor and/or child in need of care (CINC) cases. In addition to my misdemeanor and CINC appointments in Geary County, I handle domestic cases and all levels of felony cases, including off-grid sex offenses and murder cases.

Our firm held a position on the Riley County indigent defense panel for a number of years and is familiar with the requirements of the contract. Understanding the time commitment of this contract, I will not be renewing my contract with Geary County if selected for this position.

I hope that you will allow me the opportunity to speak with you again about the position. Thank you for your time and consideration.

Regards,



Jeffery S. Adam

ATTACHMENT B

Attachment: Cover LTR and Application (11571 : Indigent Application)

JEFFERY S. ADAM

211 S. 4th Street Manhattan, KS 785/669-0077 jeff@manhattanksattorney.com

EDUCATION**Washburn University School of Law, Topeka, Kansas**

Juris Doctor, December 2010

GPA: 3.10

Dean's Honors

Washburn Negotiations Competition Team

University of Arkansas School of Law, Fayetteville, Arkansas

Attended 2008-2009

Dean's List

University of Arkansas 2009 Negotiations Competition Finalist

Kansas State University, Manhattan, Kansas

Bachelor of Arts, May 2008

Major: Political Science

College of Arts and Sciences Semester Honors, 8 Semesters

EXPERIENCE**Robinson Firm, LLC, Manhattan, Kansas**

Attorney, September 2017-Present

My practice focuses on criminal defense and family law. I handle all levels of criminal cases, including off-grid felonies. I handle all family law related actions, including child in need of care cases.

Salina Regional Public Defender's Office, Salina, Kansas

Deputy Public Defender, February 2015-September 2017

I provided legal representation to indigent clients charged with felony offenses. I was responsible for litigating all aspects of the cases through disposition at the trial court level.

Saline County Attorney's Office, Salina, Kansas

Assistant Saline County Attorney, February 2012-September 2014

As the assigned traffic prosecutor, I was responsible for prosecuting all DUI and traffic related offenses. As the assigned drug prosecutor I prosecuted all levels of drug offenses. In addition to drug offenses, I prosecuted person felonies ranging from battery to robbery, kidnapping and attempted murder. I was responsible for charging, preparing and trying a high volume of cases.

McKenna Law Office, P.A., Salina, Kansas

Associate, February 2011-February 2012/Law Clerk, Summer 2009 and 2010

As an associate, I assisted Julie McKenna in the preparation of her cases and handled my own case load. My practice focused on criminal defense and family law. My case load included misdemeanors, felonies, divorces, child custody disputes and paternity actions.

Chambers of the Honorable Nancy L. Moritz, Topeka, Kansas

Law Clerk, Fall 2010

I performed legal research and drafted memorandums on a variety of legal issues for Judge Moritz while she was on the Kansas Court of Appeals.

Attachment: Cover LTR and Application (11571 : Indigent Application)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Resolution

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

RESOLUTION

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 16, 2021

SUBJECT: Authorizing Riley County to Participate in Nationwide Opioid Settlements

PRESENTER: Clancy Holeman

BACKGROUND

As the Board is aware, there have been recent national settlements amounting to several billion dollars in various lawsuits against several distributors and one manufacturer of opioids.

You have before you today several documents to review in order to make your decision whether to participate in those settlements.

DISCUSSION

The following documents are presented for your review:

Attachment "A"--A November 29, 2021 letter from the Kansas Attorney General describing the background of these settlements, encouraging counties and cities across the state to participate in them.

Attachment "B"--A copy of House Bill No. 2079, the "Kansas Fights Addiction" act described in the above Kansas Attorney General's letter.

Attachment "C"--A copy of the "Memorandum of Understanding" negotiated between the Kansas Attorney General, the Kansas Association of Counties and the League of Kansas Municipalities. This document describes how the settlement funds will be distributed to Kansas cities and counties if a sufficient number of cities and counties participate.

Attachment "D"--An "Agreement to Release and Assign Claims." This document, if approved by the Board, commits Riley County to give up certain identified known claims related to opioid addition impact and assign the right to recover for those claims to the Kansas Attorney General, consistent with the "Kansas Fights Addiction Act" identified above.

Attachment "E"--A Riley County Resolution to Approve and Join the statewide Litigation Regarding the Opioid Epidemic." If approved by the Board, this formalizes Riley County's participation in the settlements.

Attachment "F"--A federal form which must be submitted to participate in the settlement of opioid claims in the "Janssen Settlement."

Attachment "G"--A federal form which much be submitted to participate in the settlement of opioid claims in the "Distributor Settlement."

FISCAL IMPACT

The amount is unknown and is only available if a sufficient number of counties and cities participate in these settlements.

RECOMMENDATION(S)

I recommend the Board approve the necessary documents presented for your signature today. That is because Riley County stands to recover significant funds (usable only to amelioration of opioid damages), without the expense of litigating such claims on its own.

POSSIBLE MOTION(S)

A. "I move the Board approve the necessary documents presented for signature today, and authorize counsel to submit all necessary completed documents and forms; in order to allow Riley County to participate in these opioid settlements."

B." I move the Board not approve participation in the opioid settlements."

Enclosures:

- Attachment A (PDF)
- Attachment B (PDF)
- Attachment C (PDF)
- Attachment D (PDF)
- Attachment E (PDF)
- Attachment F (PDF)
- Attachment G (PDF)



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.AG.KS.GOV

November 29, 2021

Rich Vargo
Riley County
110 Courthouse Plaza
Room B118
Manhattan, Kansas 66502

RE: Information about Opioid Settlements and the Kansas Fights Addiction Act

Dear Representative of Riley County:

By now, your subdivision has likely received notice from the settlement administrator of your right to participate in two separate national legal settlements with opioid distributors and with a manufacturer. I am writing to provide more information to assist in your evaluation of these settlements, and to encourage you to consider participating in these settlements.

For several years, the State of Kansas, through the Office of the Attorney General, has been investigating and litigating claims related to the business practices of various companies involved in the manufacturing, distribution, and sales of prescription opioid medications. Some of these business practices led to the overprescribing of opioids, caused addiction, and harmed Kansas citizens, Kansas communities and its taxpayers. We have sought to secure changes in these business practices going forward, and to recover funds to address substance abuse in Kansas.

We are investigating multiple business practices of multiple companies; therefore, there will be multiple and varied settlements. These settlements are not and cannot be identical to each other. Therefore, Kansas must comply with a complicated set of requirements.

Kansas State Law (The KFAA)

In an effort to create as much uniformity as possible, our office worked closely with the League of Kansas Municipalities and the Kansas Association of Counties to assist the Kansas Legislature as it enacted the Kansas Fights Addiction Act (KFAA). This statute governs how moneys recovered through the state's opioid litigation is to be distributed and used in Kansas. In general, the statute requires most of the recoveries be directed to activities that combat substance abuse.

The KFAA creates two new funds in the state treasury: The Kansas Fights Addiction Fund and the Municipalities Fight Addiction Fund. The statute requires that 75 percent of moneys recovered through the Office of the Attorney General be deposited to the Kansas Fights Addiction Fund and 25 percent be deposited to the Municipalities Fights Addiction Fund.

ATTACHMENT A

Riley County
November 29, 2021
Page 2 of 3

Moneys in the Kansas Fights Addiction Fund will be distributed through a new grant program, and are to be used to prevent, reduce, treat or mitigate the effects of substance abuse and addiction. The statute contains requirements that funds be fairly distributed throughout the state. An 11-member board will review grant applications and determine awards. The Kansas Association of Counties and League of Kansas Municipalities will each appoint a representative to this board. Any state entity, municipality or not-for-profit private entity that provides services for abating or remediating substance abuse or addiction can apply for a grant through the program, if they meet the criteria established by Kansas law and the grant review board. Kansas law requires grant applicants to have released their legal claims against each opioid litigation defendant that has settled with the State of Kansas.

The Municipalities Fight Addiction Fund will be distributed, in a separate procedure, to two groups. The first group contains non-litigating subdivisions that chose to rely on the State to represent their opioid-harm related interests. The second group is comprised of litigating subdivisions that decide to assign their rights of recovery to the Kansas Attorney General's Office. Moneys in the Municipalities Fight Addiction Fund will be distributed based on an agreement between the Kansas Attorney General's Office, the League of Kansas Municipalities, and the Kansas Association of Counties. That agreement will be reflected in a Memorandum of Understanding, which will also outline certain responsibilities of local governments receiving moneys from this fund. In order to access this fund, each litigating subdivision has until January 1, 2022, to agree to the terms of that agreement.

Specific Settlements

In February, the Office of the Attorney General settled with McKinsey & Company, one of the world's largest consulting firms, and it has agreed to pay the State of Kansas \$4.8 million. This was the first settlement resulting in moneys to be distributed through the KFAA. Our office also is now in the process of finalizing settlements with Purdue Pharma and Mallinckrodt Pharmaceuticals. Each of those settlements is complicated by the respective companies' bankruptcies, and no funds have yet been received by Kansas.

Kansas also has reached two other tentative settlements that resulted in the notice you may already have received from the settlement administrator. Kansas has entered into a settlement agreement in principle with America's three largest pharmaceutical distributors: McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health (collectively the "Distributors") and also with the pharmaceutical company Johnson and Johnson ("J&J"). These settlements are particularly complicated because they involve not only the participating states, but also thousands of local governments, including many in Kansas. Some of these governments retained their own counsel and separately sued some or all of these defendants. The resulting multi-district litigation, centralized in Cleveland, Ohio, is among the most complicated civil actions in U.S. history.

The obligation of many litigating states, cities and counties to pay the private outside counsel they chose to hire to represent them in this opioid litigation has complicated the resolution of claims against the Distributors and J&J. Unsurprisingly, states, cities and counties that elected not to retain private counsel have been reluctant to pay attorney's fees with recovered moneys, and instead advocate using those funds to fight substance abuse.

Riley County
November 29, 2021
Page 3 of 3

In Kansas, about three dozen municipalities retained private counsel, while other municipalities in the state relied on the Office of Attorney General to obtain recoveries for them. The Office of Attorney General did not retain private counsel, and instead handled these cases internally. This generated approximately \$3 million in additional recovered funds available for substance abuse services – funds that would have been paid in attorney's fees. Provisions of the settlements with the Distributors and J&J set aside about \$2 billion in separate funds to pay private attorneys' fees and costs.

To maximize the amount of money recovered by the State of Kansas, made available through the KFAA to fight substance abuse and its effects throughout the state, we must maximize the number of political subdivisions that decide to assign their claims to the Office of Attorney General. Therefore, we encourage you to consider doing this – it will not only make your entity eligible to receive funds through the KFAA but will also maximize the amount of money that can be shared by political subdivisions and service providers statewide.

Conclusion

This is complicated litigation, and we encourage you to consult your legal counsel to determine the most beneficial course of action for your political subdivision. As Attorney General, my hope is to maximize the overall recovery that comes to our state to combat substance abuse. We want each subdivision to be informed about the settlements, and we ask you to contact the League of Kansas Municipalities, the Kansas Association of Counties, or Assistant Attorney General Chris Teters to discuss them further. You may reach AAG Teters at (785) 296-3751 or chris.teters@ag.ks.gov.

You will also find additional information about the KFAA, our efforts to recover resources for opioid remediation, other settlements, and the Municipalities Fight Addiction Fund agreement at <https://ag.ks.gov/opioids>.

Additional information will be posted on the above website as it becomes available.

Thank you for your attention to this important matter that offers a rare opportunity to make additional funding available to fight substance abuse throughout our state.

Sincerely,



Derek Schmidt
Kansas Attorney General

Attachment: Attachment A (11572 : Authorizing Riley County)

(m) "Victim" means a person who suffers personal injury or death as a result of:

- (1) Criminally injurious conduct;
- (2) the good faith effort of any person to prevent criminally injurious conduct; or
- (3) the good faith effort of any person to apprehend a person suspected of engaging in criminally injurious conduct; or
- (4) *witnessing a violent crime when the person was 16 years of age or younger at the time the crime was committed.*

(n) "Crime scene cleanup" means removal of blood, stains, odors or other debris caused by the crime or the processing of the crime scene.

Sec. 4. K.S.A. 2020 Supp. 74-7305 is hereby amended to read as follows: 74-7305. (a) An application for compensation shall be made in the manner and form prescribed by the crime victims compensation division created by K.S.A. 75-773, and amendments thereto.

(b) (1) *Except as otherwise provided in this subsection, compensation may not be awarded unless an application has been filed with the division within two years of the reporting of the incident to law enforcement officials if the victim was less than 16 years of age and the injury or death is the result of any of the following crimes:*

(1) indecent liberties with a child as defined in K.S.A. 21-3503, prior to its repeal, or K.S.A. 2020 Supp. 21-5506(a), and amendments thereto; (2) aggravated indecent liberties with a child as defined in K.S.A. 21-3504, prior to its repeal, or K.S.A. 2020 Supp. 21-5506(b), and amendments thereto; (3) aggravated criminal sodomy as defined in K.S.A. 21-3506, prior to its repeal, or K.S.A. 2020 Supp. 21-5504(b), and amendments thereto; (4)

(A) Enticement of a child as defined in K.S.A. 21-3509, prior to its repeal; (5) indecent solicitation of a child as defined in K.S.A. 21-3510, prior to its repeal, or K.S.A. 2020 Supp. 21-5508(a), and amendments thereto; (6) aggravated indecent solicitation of a child as defined in K.S.A. 21-3511, prior to its repeal, or K.S.A. 2020 Supp. 21-5508(b), and amendments thereto; (7) sexual exploitation of a child as defined in K.S.A. 21-3516, prior to its repeal, or K.S.A. 2020 Supp. 21-5510, and amendments thereto; (8) aggravated incest as defined in K.S.A. 21-3603, prior to its repeal, or K.S.A. 2020 Supp. 21-5604(b), and amendments thereto; (9)

(B) human trafficking as defined in K.S.A. 21-3446, prior to its repeal, or K.S.A. 2020 Supp. 21-5426(a), and amendments thereto; (10)

(C) aggravated human trafficking as defined in K.S.A. 21-3447, prior to its repeal, or K.S.A. 2020 Supp. 21-5426(b), and amendments thereto; or (11) commercial sexual exploitation of a child as defined in K.S.A. 2020 Supp. 21-6422, and amendments thereto

(D) a sexually violent crime, as defined in K.S.A. 22-3717, and amendments thereto.

(2) Compensation for mental health counseling may be awarded if a claim is filed within two years of: (1) Testimony, to a claimant who is, or will be, required to testify in a sexually violent predator commitment, pursuant to article 29a of chapter 59 of the Kansas Statutes Annotated, and amendments thereto, of an offender who victimized the claimant or the victim on whose behalf the claim is made; or (2) notification, to a claimant who is notified that DNA testing of a sexual assault kit or other evidence has revealed a DNA profile of a suspected offender who victimized the claimant or the victim on whose behalf the claim is made, or is notified of the identification of a suspected offender who victimized the claimant or the victim on whose behalf the claim is made, whichever occurs later to a:

(A) Victim, as defined in K.S.A. 74-7301(m)(4), and amendments thereto, if the board finds there was good cause for the failure to file within the time specified in this subsection and the claim is filed before the victim turns 19 years of age; or

(B) victim of a sexually violent crime, as defined in K.S.A. 22-3717, and amendments thereto, if the board finds there was good cause for the failure to file within the time specified in this subsection and:

(i) The claim is filed with the division within 10 years of the date such crime was committed; or

(ii) if the victim was less than 18 years of age at the time such crime was committed, the claim is filed within 10 years of the date the victim turns 18 years of age.

(3) For all other incidents of criminally injurious conduct, compensation may not be awarded unless the claim has been filed with the division within two years after the injury or death upon which the claim is based.

(c) Compensation may not be awarded to a claimant who was the offender or an accomplice of the offender and may not be awarded to

another person if the award would unjustly benefit the offender or accomplice.

(e)(d) Compensation otherwise payable to a claimant shall be reduced or denied, to the extent, if any that the:

(1) Economic loss upon which the claimant's claim is based is recouped from other persons, including collateral sources;

(2) board deems reasonable because of the contributory misconduct of the claimant or of a victim through whom the claimant claims; or

(3) board deems reasonable, because the victim was likely engaging in, or attempting to engage in, unlawful activity at the time of the crime upon which the claim for compensation is based. This subsection shall not be construed to reduce or deny compensation to a victim of domestic abuse or sexual assault.

(d)(e) Compensation may be awarded only if the board finds that unless the claimant is awarded compensation the claimant will suffer financial stress as the result of economic loss otherwise reparable. A claimant suffers financial stress only if the claimant cannot maintain the claimant's customary level of health, safety and education for self and dependents without undue financial hardship. In making its determination of financial stress, the board shall consider all relevant factors, including:

- (1) The number of the claimant's dependents;
- (2) the usual living expenses of the claimant and the claimant's family;
- (3) the special needs of the claimant and the claimant's dependents;
- (4) the claimant's income and potential earning capacity; and
- (5) the claimant's resources.

(e)(f) Compensation may not be awarded unless the criminally injurious conduct resulting in injury or death was reported to a law enforcement officer within 72 hours after its occurrence or the board finds there was good cause for the failure to report within that time.

(f)(g) The board, upon finding that the claimant or victim has not fully cooperated with appropriate law enforcement agencies, may deny, withdraw or reduce an award of compensation.

(g)(h) Except in K.S.A. 21-3602 or 21-3603, prior to their repeal, or K.S.A. 2020 Supp. 21-5604, and amendments thereto, or cases of sex offenses established in article 35 of chapter 21, of the Kansas Statutes Annotated, prior to their repeal, or article 55 of chapter 21 of the Kansas Statutes Annotated, and amendments thereto, K.S.A. 2020 Supp. 21-6419 through 21-6422, and amendments thereto, or human trafficking or aggravated human trafficking, as defined in K.S.A. 21-3446 or 21-3447, prior to their repeal, or K.S.A. 2020 Supp. 21-5426, and amendments thereto, compensation may not be awarded if the economic loss is less than \$100.

(h)(i) Compensation for work loss, replacement services loss, dependent's economic loss and dependent's replacement service loss may not exceed \$400 per week or actual loss, whichever is less.

(i)(j) Compensation payable to a victim and to all other claimants sustaining economic loss because of injury to or death of that victim may not exceed \$25,000 in the aggregate.

(j)(k) Nothing in subsections (c)(2), (c)(3), (e) and (f) (d)(2), (d)(3), (f) and (g) shall be construed to reduce or deny compensation to a victim of human trafficking or aggravated human trafficking, as defined in K.S.A. 2020 Supp. 21-5426, and amendments thereto, or commercial sexual exploitation of a child, as defined in K.S.A. 2020 Supp. 21-6422, and amendments thereto, who was 18 years of age or younger at the time the crime was committed and is otherwise qualified for compensation.

Sec. 5. K.S.A. 74-7301 and K.S.A. 2020 Supp. 21-6901, 21-6902 and 74-7305 are hereby repealed.

Sec. 6. This act shall take effect and be in force from and after its publication in the Kansas register.

Doc. No. 049173

(Published in the Kansas Register May 27, 2021.)

House Bill No. 2079

AN ACT concerning state officers; relating to certain powers, duties and functions of the secretary of state and the attorney general; enacting the Kansas fights addiction act; prescribing powers, duties and functions of the attorney general related thereto; providing for the expenditure of moneys recovered in opioid litigation; transferring a portion of such moneys annually for the operation of the prescription

monitoring program; establishing a grant program to address the effects of substance abuse and addiction; Kansas fights addiction grant review board; Kansas fights addiction fund, municipalities fight addiction fund and prescription monitoring program fund; relating to charitable organizations; increasing the fees for certain charitable organizations; creating the charitable organizations fee fund; relating to the address confidentiality program; transferring duties to the attorney general; requiring certain businesses and public places to post notices offering help to victims of human trafficking; amending K.S.A. 17-1759, 17-1763, 17-1764, 17-1765, 17-1766, 17-1769, 17-1771, 17-1772, 46-236, 75-451, 75-452, 75-453, 75-454, 75-455, 75-456, 75-457, 75-458 and 75-759 and K.S.A. 2020 Supp. 17-1762 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. Sections 1 through 7, and amendments thereto, shall be known and may be cited as the Kansas fights addiction act.

New Sec. 2. As used in sections 1 through 7, and amendments thereto:

- (a) "Act" means the Kansas fights addiction act.
- (b) "Covered conduct" means any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas fights addiction fund.
- (c) "Defendant" means a defendant or putative defendant in any opioid litigation.
- (d) "Moneys that are received" includes damages, penalties, attorney fees, costs, disbursements, refunds, rebates or any other monetary payment made or paid by any defendant by reason of any judgment, consent decree or settlement, after payment of any costs or fees allocated by court order.
- (e) "Municipality" means the same as defined in K.S.A. 75-6102, and amendments thereto.
- (f) "Opioid litigation" means any civil lawsuit, demand or settlement, including any settlement in lieu of litigation, alleging unlawful conduct in the manufacturing, marketing, distribution, prescribing or other use of opioid medications and asserting or resolving claims of the state or any municipality.
- (g) "Qualified applicant" means any state entity, municipality or not-for-profit private entity that provides services for the purpose of preventing, reducing, treating or otherwise abating or remediating substance abuse or addiction and that has released its legal claims arising from covered conduct against each defendant that is required by opioid litigation to pay into the fund.
- (h) "State" means the state of Kansas, including any agency or official thereof.
- (i) "Sunflower foundation" means the sunflower foundation: health care for Kansas, established pursuant to the settlement agreement entered into by the attorney general in the action filed by blue cross and blue shield of Kansas, Inc., in the district court of Shawnee county, Kansas, case No. 97CV608.

New Sec. 3. (a) Notwithstanding any other provision of law to the contrary, the attorney general shall remit to the state treasurer in accordance with K.S.A. 75-4215, and amendments thereto, all moneys that are received by the state pursuant to opioid litigation in which the attorney general is involved that is dedicated by the terms of such litigation for the abatement or remediation of substance abuse or addiction. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount into the state treasury. The state treasurer shall credit 75% of each such deposit to the Kansas fights addiction fund and 25% of each such deposit to the municipalities fight addiction fund.

(b) There is hereby established in the state treasury the Kansas fights addiction fund, and such fund shall be administered by the attorney general. Except as provided in subsection (c), moneys in the Kansas fights addiction fund shall be expended subject to any agreement authorized under section 4(d), and amendments thereto, for grants approved by the Kansas fights addiction grant review board created by section 4, and amendments thereto, to qualified applicants for projects and activities that prevent, reduce, treat or mitigate the effects of substance abuse and addiction. Any such expenditure for a grant shall not be used to supplant any other source of funding. No moneys shall be expended from the Kansas fights addiction fund for the payment of litigation costs, expenses or attorney fees related to opioid litigation.

(c) On July 1 of each year, or as soon thereafter as moneys are available, the director of accounts and reports shall transfer \$200,000 from

the Kansas fights addiction fund to the prescription monitoring program fund established by section 8, and amendments thereto. For any fiscal year, if there are insufficient unencumbered moneys in the Kansas fights addiction fund to make such transfer, no transfer shall be made under this subsection for such fiscal year.

(d) (1) There is hereby established in the state treasury the municipalities fight addiction fund, and such fund shall be administered by the attorney general to disburse funds to municipalities. Moneys in the municipalities fight addiction fund shall be expended subject to an agreement between the attorney general, the Kansas association of counties and the league of Kansas municipalities for projects and activities that prevent, reduce, treat or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct. Moneys may also be used to reimburse municipalities for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a municipality shall first seek payment from applicable outside settlement sources or settlement fee funds prior to seeking payment from the municipalities fight addiction fund.

(2) An agreement between the attorney general, the Kansas association of counties and the league of Kansas municipalities shall determine the method for disbursing moneys from the fund, and such moneys shall be disbursed to municipalities that have not filed opioid litigation and municipalities that have filed opioid litigation and have entered into an agreement with the attorney general prior to January 1, 2022, that releases the municipality's legal claims arising from covered conduct to the attorney general and assigns any future legal claims arising from covered conduct to the attorney general.

(e) All expenditures from the Kansas fights addiction fund and the municipalities fight addiction fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports pursuant to vouchers approved by the attorney general or the attorney general's designee.

New Sec. 4. (a) There is hereby created under the jurisdiction of the attorney general the Kansas fights addiction grant review board. At least one member of such board shall reside in each of the state's congressional districts. Each member shall serve at the pleasure of the appointing authority. Such board shall be composed of 11 members who have expertise in the prevention, reduction, treatment or mitigation of the effects of substance abuse and addiction, as follows:

- (1) One member appointed by the attorney general to be designated as chairperson of the board;
- (2) one member appointed by the governor;
- (3) one member appointed by the president of the senate;
- (4) one member appointed by the speaker of the house of representatives;
- (5) one member appointed by the minority leader of the senate;
- (6) one member appointed by the minority leader of the house of representatives;
- (7) one member appointed by the league of Kansas municipalities;
- (8) one member appointed by the Kansas association of counties;
- (9) one member appointed by the Kansas county and district attorneys association;
- (10) one member appointed by the association of community mental health centers of Kansas; and
- (11) one member appointed by the behavioral sciences regulatory board.

(b) The board shall receive and consider applications for grants of money from the Kansas fights addiction fund. Not fewer than six members of the board voting in the affirmative shall be necessary to approve each grant, and each member shall have one vote. The board may adopt rules and procedures for its operation, conduct hearings, receive testimony and gather information to assist in its powers, duties and functions under this act.

(c) In awarding grants, the board:

- (1) Shall take care to support services throughout the state and shall ensure not less than 1/8 of the total amount of moneys granted each calendar year shall be for services in each of the state's congressional districts;
- (2) shall take into account science and data-driven substance abuse prevention reduction, treatment or mitigation strategies;
- (3) shall consult with the Kansas prescription drug and opioid advisory committee, the department of health and environment, the insurance department and other appropriate public and private entities

(continued)

to ensure coordination of drug abuse and addiction prevention and mitigation efforts throughout the state;

(4) shall approve grants only in compliance with the requirements of section 3, and amendments thereto;

(5) shall consider the sustainability of programming after grant funds are exhausted;

(6) may establish conditions for the award of grants and require assurance and subsequent review to ensure such conditions are satisfied;

(7) may give preference to qualified applicants that are not otherwise seeking or receiving funds from opioid litigation; and

(8) may give preference to grants that expand availability of certified drug abuse treatment programs authorized by K.S.A. 2020 Supp. 21-6824, and amendments thereto.

(d) (1) The attorney general shall provide administrative support for the board and shall administer, monitor and assure compliance with conditions on grants awarded.

(2) To carry out the duties and responsibilities under paragraph (1), the attorney general may enter into an agreement with the sunflower foundation to provide such administration, monitoring and assurance of compliance. Such agreement may:

(A) Provide for the attorney general to periodically transfer moneys from the Kansas fights addiction fund to the sunflower foundation. The sunflower administration shall administer any such moneys in a manner consistent with this act and with grants approved by the board. If an agreement authorized by this subsection is in effect, the attorney general may transfer moneys from the Kansas fights addiction fund to the sunflower foundation pursuant to such agreement;

(B) provide for a reasonable fee or other compensation for the sunflower foundation for services related to this act;

(C) make provision for the use of any earnings on moneys transferred to the sunflower foundation pursuant to this act and invested by the sunflower foundation; and

(D) contain other provisions as may be reasonably necessary and appropriate to carry out the provisions of this act.

(3) The attorney general may take any action necessary to ensure the greatest possible recovery from opioid litigation and to seek funds for the Kansas fights addiction fund and the municipalities fight addiction fund.

(e) Members of the board shall not receive compensation or expenses for serving on the board. Each member shall file a statement of substantial interest as provided in K.S.A. 46-248 through 46-252, and amendments thereto. No member shall participate in the consideration of any grant application for which such member has a conflict of interest.

New Sec. 5. The attorney general and each municipality shall be solely responsible for paying all costs, expenses and attorney fees arising from opioid litigation brought under their respective authorities, including any attorney fees owed to private legal counsel, and may seek payment or reimbursement of such costs, expenses and attorney fees from moneys not deposited in the Kansas fights addiction fund.

New Sec. 6. (a) Except as provided by subsection (b), on and after January 1, 2021, no municipality shall file or become a party to opioid litigation in any court without the prior approval of the attorney general. Any municipality that filed or became a party to opioid litigation on or after January 1, 2021, through the effective date of the Kansas fights addiction act shall withdraw from such opioid litigation, unless such municipality receives approval from the attorney general to maintain such opioid litigation.

(b) This section shall not apply to or affect any municipality that filed or became a party to opioid litigation in court prior to January 1, 2021.

New Sec. 7. Not later than March 1 of each year, the Kansas fights addiction grant review board shall submit to the speaker of the house of representatives, the president of the senate, the governor and the attorney general a report of the board's activities during the prior calendar year, including:

(a) An accounting of moneys deposited into and expended from the Kansas fights addiction fund;

(b) a summary of each approved grant, including the name and a detailed description of the qualified applicant, the amount granted, the justification for the grant with a detailed description of the grant's intended use and any other relevant information the board deems appropriate;

(c) an explanation of how the board's actions during the year have complied with the requirements of this act; and

(d) any other relevant information the board deems appropriate.

New Sec. 8. (a) There is hereby established in the state treasury the prescription monitoring program fund. Such fund shall be administered by the president of the state board of pharmacy or the president's designee. All expenditures from the prescription monitoring program fund shall be for the purpose of operating the prescription monitoring program that is established in accordance with the prescription monitoring program act. All expenditures from the prescription monitoring program fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the president of the state board of pharmacy or the president's designee.

(b) This section shall be a part of and supplemental to the prescription monitoring program act.

New Sec. 9. There is hereby created in the state treasury the charitable organizations fee fund. The attorney general shall remit all moneys received pursuant to the charitable organizations and solicitations act to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury to the credit of the charitable organizations fee fund. Moneys in the charitable organizations fee fund shall be used by the attorney general to carry out the provisions and purposes of the charitable organizations and solicitations act. All expenditures from the charitable organizations fee fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the attorney general or a person designated by the attorney general.

New Sec. 10. The attorney general shall have the legal custody of all records, memoranda, writings, entries, prints, representations or combinations thereof of any act, transaction, occurrence or event of the secretary of state relating to the charitable organizations and solicitations act.

Sec. 11. K.S.A. 17-1759 is hereby amended to read as follows: 17-1759. ~~This act K.S.A. 17-1759 through 17-1776, and amendments thereto and section 10, and amendments thereto, shall be known and may be cited as the "charitable organizations and solicitations act."~~

Sec. 12. K.S.A. 2020 Supp. 17-1762 is hereby amended to read as follows: 17-1762. The following persons shall not be required to register with the ~~secretary of state~~ attorney general:

(a) State educational institutions under the control and supervision of the state board of regents, unified school districts, educational interlocals, educational cooperatives, area vocational-technical schools, all educational institutions that are accredited by a regional accrediting association or by an organization affiliated with the national commission of accrediting, any foundation having an established identity with any of the aforementioned educational institutions, any other educational institution confining its solicitation of contributions to the student body, alumni, faculty and trustees of such institution, and their families, or a library established under the laws of this state, provided that the annual financial report of such institution or library shall be filed with the attorney general;

(b) fraternal, patriotic, social, educational, alumni organizations and historical societies when solicitation of contributions is confined to their membership. This exemption shall be extended to any subsidiary of a parent or superior organization exempted by this subsection where such solicitation is confined to the membership of the subsidiary, parent or superior organization;

(c) persons requesting any contributions for the relief or benefit of any individual, specified by name at the time of the solicitation, if the contributions collected are turned over to the named beneficiary, first deducting reasonable expenses for costs of banquets, or social gatherings, if any, provided all ~~fund-raising~~ fundraising functions are carried on by persons who are unpaid, directly or indirectly, for such services;

(d) any charitable organization ~~which~~ that does not intend to solicit and receive and does not actually receive contributions in excess of \$10,000 during such organization's tax period, as defined by K.S.A. 17-7501, and amendments thereto, if all of such organization's ~~fund-raising~~ fundraising functions are carried on by persons who are unpaid for such services. ~~However,~~ If the gross contributions received by such charitable organization during any such tax period is in excess of \$10,000, such organization, within 30 days after the end of such tax

**Kansas Opioids Memorandum of Understanding between the Attorney General, the
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
 - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

- et al.*, Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.
- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, Insys Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
 - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
 - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
 - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
 - e. "Insys Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Insys Bankruptcy Settlement.
 6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
 7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
 8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
 9. "Political Subdivision" shall mean any Kansas city or county.
 - a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid

litigation and has filed or become a party to opioid litigation on or after January 1, 2021.

- b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision that has not filed or became a party to opioid litigation.

10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
12. "Standard Settlement" shall mean a negotiated pre-judgement resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
14. "State" shall mean the State of Kansas acting through its Attorney General.
15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

B. Allocation of Standard Settlement Funds

1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
 - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.

- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
 - c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
- 4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:
 - a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
 - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
 - c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- 5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

C. Allocation of Maximizing Settlement Funds

1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
 - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
 - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
 - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
 - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
 - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;

- ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;
- iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
 - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ($50\% (.5) \times 60\% (.6)$).
- iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

D. Use of Settlement Funds

1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes

through budget amendment or repayment.

3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.
4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addition Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

E. Distribution of Settlement Funds

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

F. Enforcement

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.

2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.
3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

G. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

H. Preservation of Records

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

J. Notice of Additional Settlements

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

K. Conflicts with other Agreements

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

L. Counterparts

This MOU may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

M. Waiver

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

N. Governing Law

This MOU shall be construed in accordance with the laws of the State of Kansas.

O. Severability

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

Acknowledgement of Agreement

We the undersigned have participated in the drafting of the above MOU. This document has been collaboratively drafted to maximize the State of Kansas' share of any opioid settlement.

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

[NAME OF POLITICAL SUBDIVISION], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[COMPLETE MAILING ADDRESS]

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [____DATE____], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity **within the Pharmaceutical Supply Chain**, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

ATTACHMENT D

Attachment: Attachment D (11572 : Authorizing Riley County)

Authorized Signature

Print Name and Title

Authorized Signature

Derek Schmidt, Kansas Attorney General
Office of the Kansas Attorney General

Attachment: Attachment D (11572 : Authorizing Riley County)

RESOLUTION NO. 121621 _____**A RESOLUTION OF RILEY COUNTY, KANSAS TO APPROVE AND JOIN THE
STATEWIDE LITIGATION REGARDING THE OPIOID EPIDEMIC**

WHEREAS, the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

WHEREAS, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

WHEREAS, Riley County, its residents and resources have been impacted by the Opioid Epidemic; and

WHEREAS, 2021 House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

WHEREAS, the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct; and

**NOW, THEREFORE, BE IT RESOLVED BY THE RILEY COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Riley County shall join the Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties.

Riley County shall authorize the signing of an "Agreement to Release and Assign Claims"

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Riley County Board of County Commissioners.

ADOPTED this ____ day of _____, 20____

John Ford
Chairman, Board of County Commissioners

Attested:

Rich Vargo
Riley County Clerk

Settlement Participation Form

Governmental Entity: Riley County	State: Kansas
Authorized Signatory: Clarence Holeman	
Address 1: 115 N. 4th Street 3rd Floor West	
Address 2:	
City, State, Zip: Manhattan, Kansas 66502	
Phone: 785-565-6844	
Email: choleman@rileycountyks.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

ATTACHMENT F

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____
Name: Clarence Holeman
Title: Riley County Counselor
Date: 12/20/21

Attachment: Attachment F (11572 : Authorizing Riley County)

Settlement Participation Form

Governmental Entity: Riley County	State: Kansas
Authorized Signatory: Clarence Holeman	
Address 1: 115 N. 4th Street 3rd Floor West	
Address 2:	
City, State, Zip: Manhattan, Kansas 66502	
Phone: 785-565-6844	
Email: choleman@rileycountyks.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

ATTACHMENT G

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____
Name: Clarence Holeman
Title: Riley County Counselor
Date: 12/20/21



EXTENSION
Staff Update

Gary Fike
County Extension
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6350

STAFF REPORT

FROM: Gary Fike
MEETING: December 16, 2021
SUBJECT: 2022 Rural Revitalization Conference
PRESENTER: Gary Fike, County Extension Director

Gary Fike, County Extension Director, will report on the upcoming 2022 Rural Revitalization Conference to be held on February 23.

Enclosures:

- December BOCC report (PPTX)

Board of County Commissioners Report

GARY D. FIKE

COUNTY EXTENSION DIRECTOR

K-STATE
Research and Extension

Riley County

Rural Revitalization Conference

- u Continuing programming effort
- u Date is Wednesday, February 23, 2022
- u Fairview Church, Riley
- u Focusing on Rural Entrepreneurship
- u PURPOSE: to encourage small, rural business startups; share ideas, places to find funding, business plans.

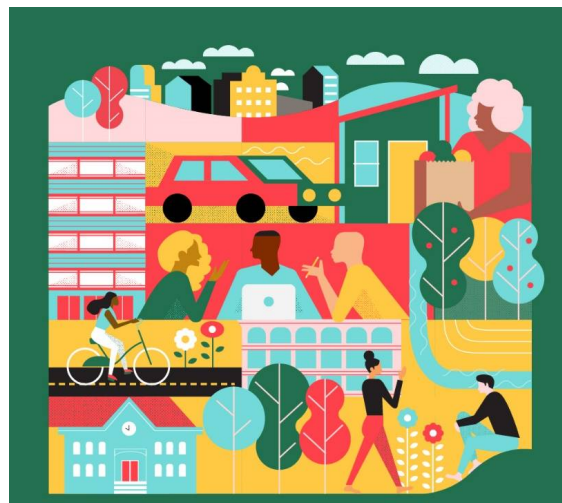


K-STATE
Research and Extension

Riley County

Agenda

- u Speaker lineup:
 - u Karl Klein, SBDC at Washburn
 - u Trisha Purdon from the Governor's Office on Rural Prosperity
 - u David Kramer and Daniel Fischer from USDA Rural Development
 - u Stacy Wurtz, Frontage 109
 - u Erin Gutsch, FarmHouse Restaurant
 - u Ron Wilson, Lazy T Ranch and more



K-STATE
Research and Extension

Riley County

Sponsors

- u Riley County K-State Research and Extension
- u Riley State Bank
- u Other sponsor?
- u Future input and sponsorship from the Riley County Rural Economic Development Committee
- u There will be a registration fee
- u Refreshments and a noon meal



K-STATE
Research and Extension

Riley County



HEALTH DEPARTMENT
Personnel

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: December 16, 2021

SUBJECT: RCHD request for a new Clinic Coordinator position in the clinic.

PRESENTER: Julie Gibbs

BACKGROUND

The PH Clinic at RCHD has been through 5 supervisors in the last 10 years. In the last two exit interviews, it was said the workload was too much for one person. (The attached position description lists duties that the supervisor is currently doing (besides HIPAA compliance), along with their own list of job duties.) There is also high turnover with the nurses (even before Covid). Much of this has to do with the workload vs. compensation.

DISCUSSION

The clinic is such a vital part of the health department and the community. We have a great staff of nurses and medical clerks right now and I really want to keep them all. I think this situation deserves a deeper look to determine how to improve retention, thus improving moral and the services the clinic offers. In lieu of cutting services, I believe this would solve so many problems. This was discussed with the previous supervisor, Aryn, and we both feel it will enhance moral and improve retention. By adding a middle management position, we can take some work load off both the nurses and the supervisor. This would also solve the problem of not having a HIPAA compliance officer. This HIPAA officer position belongs in the clinic, with someone who has had previous experience and is trained.

FISCAL IMPACT

The HD can cover the expenses for the first year, to include the benefits. We are asking that the county cover the position from January 2023 on. The position is currently at a grade N, step 1. We estimate \$64,879.

Salary	46,508.80
FICA	3,557.92
Health	10,162.17
KPERS	4,604.37
Unemp	46.51
Total	64,879.78

RECOMMENDATION(S)

RCHD would recommend the board approve hiring for the new position of Clinic Coordinator, agreeing to take over the salary plus benefits, starting in January 2023.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify (approve to hire temporary for one year)

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Clinic Coordinator position description(DOCX)
- 2021-12 HD Clinic Coordinator (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	CLINIC COORDINATOR	
Department:	HEALTH DEPARTMENT	Division: Clinic
Reports To:	CLINIC SUPERVISOR	
Pay Grade:	N	Status: Full Time
FLSA Status:	Exempt	

POSITION SUMMARY: Position requires proficiency in medical billing and assisting with staff supervision. Supervises medical clerks under the direction of the Clinical Supervisor. Ensures clerical, reception, coding and billing services accuracy and timeliness for the clinic. Work involves planning, implementing, organizing, reporting and evaluating related processes in a fast-paced environment. Requires excellent customer service skills and attitude, team building, and proficiency with electronic health records.

Essential Functions:

- Supervises clinic medical clerks
- Ensures professional and standardized customer service in the clinic.
- Serves as HIPAA Officer for the RCHD
- Enters registrations, appointments and other client usage information into the electronic health record and trains staff to be proficient with these tasks so that few errors are made
- Oversees check-out process, money collection, and receipt writing for completeness and accuracy
- Assists Clinic Supervisor in managing pharmacy, laboratory, vaccine, and clerical operations within the clinic
- Assists with management of clinic billing processes for individuals, Medicare/Medicaid, and insurance
- Bills for KDHE/family planning reimbursement for colposcopies and biopsies Bills for KBCCI reimbursement.
- Assures mail preparation, UPS shipments, and expedited shipments are processed in a timely manner
- Oversees time records for all clinic employees
- Schedules remote vaccination clinics and other events
- Coordinates with IT department and public information officer to ensure vaccination clinics are advertised and scheduling links are available to the public
- Assures correct and timely handling of medical records and medical records requests
- Assures timely and accurate filing, typing, and copying tasks are kept current
- Collects data as required for grant reporting.
- Participates in emergency response health department efforts as needed.
- Maintains clinic inventory as required

Secondary Functions:

- Maintains complete records and files
- Provides clerical assistance as required Opens, evaluates and distributes mail
- Attends and participates in staff meetings and related activities
- Performs other duties as deemed necessary or assigned

POSITION REQUIREMENTS:

Education:

Updated December 2021

Attachment: Clinic Coordinator position description (11427 : RCHD Request for a new position)

Bachelor of Arts or Bachelor of Science degree, in business, medical, or related field preferred.
HIPAA compliance training successfully completed within first 90 days

Experience:

3 to 5 years of experience within a health care setting including; reception, clerical, medical billing and supervision. Fully competent medical billing expertise with Medicaid, Medicare, and a variety of insurances is required.
Minimum of three years of supervisory experience is required.
Organizational and coordination skills are required

Skills:

- Ability to use discretion regarding confidential material
- Ability to establish and maintain effective working relationships with associates and the public
Ability to communicate effectively, orally and in writing
- Ability to analyze and solve problems
- Ability to analyze, develop, establish and maintain efficient office work flow and administrative processes
- Ability to defuse high pressure, conflicting situations and maintain order
- Ability to organize and prioritize multiple complex projects with shifting deadlines
Ability to deal tactfully with people
- Ability to operate modern office equipment
Requires initiative and independent judgment
- Possession of a valid driver's license and an acceptable driving record at the time of appointment may be a condition of employment

Supervisory Control:

Duties are performed regularly exercising discretion and independent judgment. This position is responsible for planning, prioritizing and scheduling their own work as well as the work of others within established procedures, methods and policies. The Clinic Supervisor will provide general direction and reviews work.

Supervisory Responsibility:

This position assists with the management and direction of the operation of the office for the Public Health Clinic of the Health Department. This position provides assistance with general supervision for the management of employees which includes but is not limited to: organizing, directing, assisting, hiring, firing, training, motivating, evaluating and disciplining.

Guidelines:

Guidelines consists of Riley County Personnel Policies and Procedures, accepted accounting practices, Kansas statues and guidelines and general direction provided by the Health Director and Assistant to the Director. These guidelines may be provided either orally or in writing. Riley County Personnel Regulations, State and Federal Laws and various other standards and regulations also provide guidelines.

Complexity:

This position works a wide range of tasks. Decisions must be made that involve the assessment of unusual circumstances, variations in approach, the use of incomplete and/or conflicting data

and the expenditures of funds. This position requires the employee to routinely exercise independent judgment and make careful interpretations of more technical and complicated guidelines.

Complexity comes from maintaining medical billing and coding accuracy, working with multiple projects with shifting deadlines, management of personnel, writing contracts, tracking expenditures, researching historical records and dealing with the public and others.

Scope and Effect of Work:

The position contributes to the overall smooth function of the Medical Clinic of the Health Department and its mission. This position is responsible for making sound decisions which limits the County's liability exposure, improves public relations and enhances the County's image.

This work affects the operation of the department, Director and other County departments. There is the potential for this position to disrupt or improve every aspect of the work performed. The work in this position can affect the County's image, operations and projects may be slowed or failed, services may not be well provided and accountability may be lost. Ineffective performance will negatively affect the quality of service provided by this Department.

Personal Contacts: The personal contacts are with employees in the same agency, and outside the immediate organization. People contacted generally are engaged in different functions and kinds of work performed for the county. Also a substantial number of contacts are made with members of the general public.

Purpose of Contacts: The purpose is to obtain, clarify or give facts or information regardless of the nature of those facts. The facts or information may range from the easily understood to the highly technical. Distributing and providing educational information is included.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and color identification.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a normal noise level.

Public health facility requires a non-smoker.

Approved: _____ Date: _____
(Supervisor)

Attachment: Clinic Coordinator position description (11427 : RCHD Request for a new position)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RILEY COUNTY POSITION ACTION FORM

Department Health Department Date 12/16/2021 Job Title Clinic Coordinator

☒ Full Time	☐ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade	N	Start Date	ASAP	☐ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	40	Hours per	☒ Week	End Date	☒ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box - attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☒ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee:	2. Effective date of promotion, transfer, termination, or change:	1. Are there current budgeted funds available to pay for this position? ☒ Yes ☐ No ☐ Grant Funded	2. Requested hours per year: 2080
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☐ No	3. Estimated cost per year (financial impact): \$64,879.78	4. Would the position require evaluation for classification and pay grade purposes? ☒ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☐ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?: NA	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? clinic leadership retention has been affected by increased workload

2. Is it possible to fill this position internally? If no, why not? If meet qualifications

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

BS degree, 3-5 years within a health care setting, medicare/medicaid experience, 3 years supervisory experience

Additional comments:

Approval by: _____ Date: _____

Department Head: _____

12-13-21

Personnel: _____

12/13/21

BOCC Chairman: _____

BOCC Member: _____

BOCC Member: _____

BOCC Member: _____



HEALTH DEPARTMENT
Grant

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Jan Sheideman

MEETING: December 16, 2021

SUBJECT: RCHD Raising Riley request for approval to submit the Early Childhood Block Grant

PRESENTER: Julie Gibbs

BACKGROUND

Raising Riley originated in 1999 as a vision of two community leaders to serve the early childhood populations and families through experiences and quality childcare that would promote early learning and success for children entering school. The program provided:

- Child care provider training, incentives and a quality improvement system
- Child and Program Assessments
- Child care scholarships for families up to 200% of poverty

The program originally was funded with less than \$500,000 and due to demonstration of collaboration and addressing needs for this population, has received increased continuation funding totaling \$787,537 in FY15. Due to state reallocation of Children's Initiative Funds the Kansas Children's Cabinet and Trust Fund issued across the board budget cuts during the 18-month grant cycle January 2016 - June 2017. These cuts continued though FY18. Funding levels have been increased to near previous levels with the current funding for FY22 for Raising Riley being \$756,386.

One of the most important components of the Raising Riley program is provision of child care scholarships for families that meet specified risk factors established by the Early Childhood Block Grant. These scholarships help families provide their children the opportunity to attend quality early learning environments with approved licensed providers while remaining in the

work force or completing their education. Raising Riley also provides Family Engagement and Parent Education opportunities for Riley County families.

Through collaboration with USD #383, RR has provided six years of Camp Kindergarten. This program provides quality transitional experiences for children without prior preschool or formal child care who are entering kindergarten in the fall. Emphasis is placed upon familiarizing children with the basic expectations for Kindergarten. The program has received endorsements from school administrators, teachers and parents.

RR continues the Early Literacy Program to provide activities and learning through the use of books. This program teaches and models the importance of early literacy introduction to both providers and parents.

Professional Development is provided for child care providers and colleagues in the early learning community.

Additionally, RR provides behavioral health consultation and referrals, collaborates with various schools, social services and community organizations, Parents as Teachers, and Early Head Start.

Raising Riley's FY 2023 Goals include:

- Encourage evidence-based prevention programs and outcomes-based evaluation
- Identify and fill service gaps and increase efficient use of resources
- Advocacy
- Collaboration
- Public/Private partnerships
- On-going program and needs assessments
- Sustainability

DISCUSSION

The Children's Cabinet and Trust Fund administers the Early Childhood Block Grant. The staff of the RR Program has reviewed FY23 program and budget information and are requesting \$835,096 for the FY23 proposal. There are no additional staff requests for this proposal.

FISCAL IMPACT

The fiscal year for the ECBG is July 1 through June 30. The FY23 ECBG grant application is requesting \$835,096 which is an additional \$76,834 to cover step increases for personnel and an increase in indirect costs. The FY23 ECBG RFP requires the contribution of financial resources from the community. Riley County has been the source for this funding since the grant's original award. Cash match has been provided by Riley County along with in-kind through County services and space. FY22 Riley County provided cash match of \$113,875 and in-kind of \$50,600. We are requesting the same contribution for FY23. RR currently provides 8% indirect costs from our grant funds to Riley County.

The ECBG funds personnel, programmatic expenses, commodities, contracts, and scholarships.

RECOMMENDATION(S)

The RCHD requests permission to submit the grant application as presented to the Children's Cabinet and Trust Fund.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- FY23 RR_ECBG Common App (002) (PDF)

Kansas CommonApp (2020)

2454-ECBG-KPP-FY23 Early Childhood Block Grant (ECBG) and Kansas Preschool Pilot (KPP)

(Funding Agency or Entity: Kansas Children's Cabinet and Trust Fund)

Riley County Health Department - Raising Riley

Applicant details

Thank you for creating a User Profile for the Kansas CommonApp!

Your User Profile will be linked to every application submitted under your login. You can always return to this page to keep your information current.

Select an Applicant Type	City/County Government
Applicant / Entity Name	Riley County Health Department
Applicant / Mailing Address	2101 Claflin Rd Manhattan, KS 66502
Applicant / First and Last Name of Owner, CEO, or Executive Director	Jan Scheideman
Applicant / Email Address of Owner, CEO, or Executive Director	jscheideman@rileycountyks.gov
Applicant / Phone Number	785-776-4779 x7626

All questions in the section below *are optional*, and offer an opportunity to upload or enter information that is typically asked for on grant opportunities.

(for **EANS and ESSER grant applications** - please skip the questions below, and scroll to the bottom to complete your User Profile information.)

Applicant / Federal EIN (if applicable)	48-6023850
Applicant / Website Address (if applicable)	www.rileycountyks.gov www.raisingriley.com

Applicant / Mission Statement (if applicable) The mission of Riley County Health Department is to promote and protect the health and safety of our community through evidence-based practices, prevention, and education

Applicant / W9 or Year-end Financial Statement (if applicable)[Download Form W-9](#)

PDF

[W9_Riley_Co_Health_Dept.p... \(61 KiB download\)](#)**Fiscal Agent / Name (if applicable)**

Riley County

Application details

Contact for this application / First and Last Name

Jan Scheideman

Contact for this application / Email

jscheideman@rileycountyks.gov

Applicant / DUNS Number

789393899

I confirm that I meet the eligibility criteria for this grant

✓

Eligible Applicants

County and city governments in Kansas

Project Abstract

Early Childhood Block Grant and Kansas Preschool Pilot Project Abstract

Project Abstract

Raising Riley responds to the unique needs of each community in Riley County, building strong foundations to provide high quality, well-rounded, individualized, developmentally appropriate services for children and families. Preparing children for lifelong learning includes staff and community working directly with at-risk families and children through home visiting, parent education, family engagement, and community involvement. Early learning facilities, both home and center based, are offering quality, affordable early care and education through RR child care scholarships and professional development. At-risk children entering kindergarten take advantage of RR/USD383 Camp Kindergarten, a summer program to help get ready for school that has shown marked improvements in Common Measures assessments administered. RR provides services to an estimated 220 children from 210 families in Riley County. RR programs work to provide services that build confident parents, resulting in strong families that support healthy development and early learning for their children.

Early Childhood Block Grant and Kansas Preschool Pilot

Description of Need

Describe the local need, gaps, and challenges related to the purpose of the grant.

Description of Need

Geographic Area to be Served: Riley County is a semi-urban community in the Flint Hills of Northeast Kansas. The county communities are Leonardville, Manhattan, Ogden, Randolph, Riley and a large portion of Fort Riley. Riley County aligns with the North Central Region in the Kansas Early Childhood Systems Building All in for Kansas Kids Needs Assessment (Needs Assessment Report). Manhattan, the most populated community, is the county seat and the home of Kansas State University. Riley County is served by three Unified School Districts (USD); USD 383 Manhattan-Ogden, USD 378 Riley County (Riley) and USD 384 Blue Valley (Randolph and Leonardville).

Community Characteristics: The U.S. Census Bureau estimates the 2019 population of Riley County (RC) at 74,232. This region in Kansas is represented by a very diverse population due to both Fort Riley and Kansas State University. The Needs Assessment Report (pg.59) indicates that several communities in this region are reporting increasing populations of families who speak unique dialects beyond Spanish. RC is slightly more diverse than the norm for the state with 83.5% white, 7% African American, 8.4% Hispanic or Latino, 4.9% Asian, 3.6% two or more races and less than 1% Native American or Pacific Islander. 11.8% of households speak a language other than English at home, 4.5% speaking English less than "very well". While poverty rates and health outcome rankings for the region hover near the averages for Kansas, there are pockets of unique risk. (Needs Assessment Report pg.59) The 2019 Riley County Community Needs Assessment (RCCNA) lists poverty as the top social concern. The 2019 US Census Bureau estimates show 20.9% of Riley County residents are living in poverty with 26.3% Manhattan residents in this status. Children below the age of five account for 5.4% of the county population with 18.5% of these children living in poverty and 4.5% with no access to health insurance or medical home. 38% of RC families qualified for free and reduced lunch in 2018.

Affordable child care was listed as the number one Social Issue need in the 2019 RCCNA and the Via Christi 2018 Community Health Needs Assessment (2018 VC-CHNA). An October, 2018 article in USA Today listed Riley County, Kansas as having the most expensive child care costs in Kansas with an annual average cost of \$10,088 which equates to 32% of a two member family household's income at 185% of poverty. 2018 VC-CHNA also cited the need for child care financial assistance and parent education.

Information shared in the All In For Kansas Kids Needs Assessment Report states that one-fourth of the stories from this region described a need for parenting knowledge, higher than any other region (pg.59) listing this as the greatest unmet need. Other trends across this Needs Assessment Report include the need for more professional development in mental health, behavioral challenges, special education, and cultural knowledge, as well as mentorship opportunities (pg.64).

Children and families in Riley County experience additional risk factors; in 2018, KDHE reported 40 births to teen mothers and 161 grandparents were responsible for their grandchildren. In 2017 5.32% of live births were to mothers with less than a high school diploma.

Current Opportunities available for families and children birth to five in Riley County include services housed on the Riley County Health Department (RCHD) campus: Raising Riley (RR), KDHE Child Care Licensing, Women, Infant and Children (WIC) Maternal and Infant Health program (M&I), Newborn Home Visiting, Maternal and Child Health Home Visiting (MCH HV). RR direct services for at-risk children and families include: 1) child care tuition assistance; 2) dialogic reading story time visits; 3) family engagement; 4) toy and book lending library for parents and providers; 5) parent education; 6) child screening and assessment; 7) classroom observations to assess quality; and 8) child care provider professional development. Additional services offered through FCRC programs include professional development, nutrition education and assistance, home visits and prenatal classes.

Community early learning opportunities include Early Head Start (EHS); 3.7 slots/100 for 0-3 year olds and Head Start (HS); 58.2 slots/100 for 3-5 year olds. Pre-kindergarten and Four-Year-Old at Risk programs are available to 54.55% of the 3-5 year old population in Manhattan/Ogden, Riley and Randolph schools. Community facilities, including 87 family and group child care homes and 15 child care centers, have the potential to provide services for 2,010 children. RR's services are aligned with

all of these opportunities, be it financial support, professional development, home visiting, parent education, family collaboration of services, consultation and coaching, assessments, observations and/or referrals.

Data Resources:

All In For Kansas Kids Needs Assessment

<https://kschildrenscabinet.org/all-in-for-kansas-kids/needs-assessment/>

United States Census Bureau <https://www.census.gov/quickfacts/fact/table/rileycountykansas/PST045219?>

Riley County Community Needs Assessment <http://www.rileycountycommunityneedsassessment.org/>

Via Christi 2018 Community Health Needs Assessment for Riley County

<https://www.viachristi.org/sites/default/files/Via%20Christi%202018%20CHNA%20Final.pdf>

Kids Count Data Center <https://datacenter.kidscount.org/data>

Kansas Information for Communities <http://kic.kdheks.gov/>

Kansas Department of Health and Environment Preliminary Birth Report

https://www.kdheks.gov/phi/download/Preliminary_Birth_Report_2018.pdf

DATA USA: <https://datausa.io/profile/geo/riley-county-ks/>

Project Description

Early Childhood Block Grant and Kansas Preschool Pilot Project Description

Project Description / Strategies & Services Provided

Raising Riley Child Care Assistance Program

At-risk children are afforded the opportunity to receive quality child care and education through RR Child Care Assistance. To ensure that Riley County children are receiving quality, essential early childhood care and education, RR will provide financial tuition assistance for pre-school and child care to qualifying families based on the Kansas Children's Cabinet and Trust Fund at-risk factors. Award amounts are based on the child's age as well as other assistance that's been awarded. Parent and family involvement is required. Applications are available in a variety of forms and platforms including the raisingriley.com website that is mobile device accessible and functional.

Raising Riley Early Literacy Program

All children will enter kindergarten with the necessary language, cognitive and early reading skills for continued success in school. Sharing books with children is important, but the way we share them is just as important.

Service Delivery: Each month children in participating facilities are exposed to early literacy through Story Time visits implementing evidence-based Dialogic Reading. Valuable experiences are shared with at-risk children and providers are educated on an effective method of teaching early literacy skills in engaging ways. Children benefit from additional activities that expand the story and literacy concepts. Family newsletters are distributed with evidence-based articles about early literacy development, information about Dialogic Reading and activities to be implemented at home. Providers receive ideas for monthly activities for all domains.

Home Visiting

Home Visiting fosters healthy beginnings, improves pregnancy outcomes, promotes school readiness, prevents child abuse and neglect, promotes positive parenting and resiliency in children and promotes family health and economic self-sufficiency for children and families. Parent education and support services are delivered and addressed through EHS evidence-based home visiting curriculum. Home visits are available to at-risk families in Riley County.

Service Delivery: EHS home visitors visit 12 families with children prenatal through three years each week. EHS implements the Parents as Teachers evidence-based curriculum which promotes optimal early development, learning and health of young children by supporting and engaging their parents and caregivers. Children in the family are included in the home visits that focus on parent-child interaction.

All home visitors will complete the Parenting Stress Index (PSI) and the Keys to Interactive Parenting Skills (KIPS) following the ECBG prescribed schedule. Children will be screened using the ASQ-3 and ASQ:SE-2 a minimum of twice yearly.

Family Engagement

Family engagement is a collaborative and strengths-based process that helps early childhood professionals, families and children build positive, goal-oriented relationships. The population served includes at-risk children birth to 5 along with their mothers, fathers, grandparents and other adult caregivers, child care providers and other early childhood professionals. Through commitment to creating and sustaining an ongoing partnership that supports family well-being and the parent-child relationships children's healthy development and school readiness will be enhanced. Guidance for program implementation and evidence-based strategies are taken from the Kansas Family Engagement and Partnership Standards for Early Childhood Service Delivery: Family Engagement is a shared project between RR, at-risk families, early care providers and community that will reflect mutual respect for the roles and strengths each has to offer. Aspects of the program will include monthly family engagement programs with a focus on sharing developmentally appropriate activities and milestones with parents while also enjoying interaction with their family and support of peers and staff that work with their children. RR families will be participants in Family Engagement activities as well as additional collaborative activities offered by USD 383 Early Learning, EHS and PAT.

Parent Education

Parent Education will help parents understand their children's individual needs and development, as well as their own roles and responsibilities. Parents will commit to building positive, goal-oriented relationships within their families using tools and strategies aimed at maximizing positive outcomes for children and families.

Service Delivery: Parenting classes are conducted in group settings implementing the evidence-based Circle of Security Parenting curriculum with at-risk Riley County families whose children are birth to five years. Trained facilitators work with parents and caregivers to help them understand their child's emotional world by learning to read emotional needs, support managing emotions, enhance self-esteem and honor the innate wisdom and desire for their child to be secure.

Children of participating families are screened using the ASQ-3 and ASQ:SE-2 following the ECBG and ASQ prescribed schedule. Keys to Interactive Parenting Skills (KIPS) will be conducted following the ECBG prescribed schedule.

Camp Kindergarten

Riley County at-risk children will enter kindergarten with the social-emotional readiness skills needed for success.

Service Delivery: To meet the needs of children who may not have access to the social-emotional environment offered by preschool programs or out-of-home child care, RR will partner with USD 383 to provide a summer pre-school program for a minimum of thirty children entering kindergarten in the fall.

Children will be screened using the ASQ-3 and ASQ:SE-2 and will be assessed with myIGDI Literacy. The classrooms will be observed with the CLASS-PreK.

Project Description / Services to Implement
(Check all that apply)

- ✓ Home Visitation
- ✓ 0 - 3 year old Child Care
- ✓ 3 - 5 year old Child Care
- ✓ Parent Education
- ✓ Coaching Consultation/Professional Development

Describe details of service delivery. Include intensity of service delivery, duration of service(s) for each service, and location of service(s) (district building dedicated to early childhood, community building, in the home, etc.). If applicable, include curriculum for literacy, mathematics, social emotional development, home visiting, etc.

Project Description / Home Visitation Implementation

What program model will you use?

EHS implements the Parents as Teachers evidence-based curriculum which promotes optimal early development, learning and health of young children by supporting and engaging their parents and caregivers.

Is the model evidence based?

Yes

How many children and families prenatal to 3 years old will you serve with these funds? | 15

How many children and families 3-5 years old will you serve with these funds? | 0

How many visits per month? | 4-5

How long are the visits?

1 hour

What is the duration of the program?

year around

Project Description / 0 - 3 year old Child Care Implementation

How many children 0 - 3 year olds will be impacted? | 40

How many of the children will qualify for one or more at-risk criteria in the RFP?

40

How many individual child care centers or family child care homes will be participating? | 21

How many individual classrooms will be involved? | 5

How many hours per day is care available? | 11

Is this full year care? If not, please explain.

Yes

What curriculum will be used?

Learn Every Day
Second Step
Zoo-Phonics

Project Description / 3 - 5 year old Child Care Implementation

How many children 3 - 5 years old will be impacted? | 200

How many of the children will qualify for one or more at-risk criteria in the RFP?

| 200

How many individual child care centers or family child care homes will be participating?

| 16 FCC and 12 Center facilities

How many individual classrooms will be involved? | 23 classrooms in centers

How many hours per day is care available? | 11

Is this full year care? If not, please explain.

| 13 center-based classrooms operate on the school calendar year
10 center based classrooms operate full year
16 FCC operate full year

What curriculum will be used?

Connect4Learning
Zoo-Phonics
Second Step

Project Description / Parent Education

How many children and families prenatal to 3 years old will you serve with these funds?

| 16

How many children and families 3 - 5 years old will you serve with these funds?

| 16

How many sessions and how long is each session?

| 8 - 2 hour sessions

What curriculum or model will be used?

Circle of Security Parenting

Who is the target audience for the parent education?

Raising Riley families, referrals from DCF and court mandated parents

What is the focus area for the parent education?

We are focusing on showing parents the importance of secure attachment, how it impacts all areas of their child's development, and the role in which parents can foster that. Focusing on the basics we can build on so we can eventually address the other issues parents and families will encounter.

Where will the parent education take place?

Family and Child Resource Center – Raising Riley Conference rooms

Project Description / Coaching Consultation/Professional Development Implementation

Briefly describe service to be provided.

Professional Development training events on topics relevant to the child care providers participating will be available monthly.

Monthly mentoring/coaching visits are scheduled with each participating family child care provider.

Where will the service provided take place?

Professional Development: Family and Child Resource Center conference rooms and via ZOOM
Mentoring/Coaching: at child care facility location

How many classrooms will be impacted?

Trainings are available to all participating child care center staff and Family Child Care providers. Raising Riley currently has 1 centers and 16 family child cares participating.

How many Early Childhood Professionals will be impacted?

62 Early Childhood Professionals will be impacted by Professional Development and/or Coaching/Mentoring services.

How many hours of consultation or professional development will each classroom or participant receive?

Monthly professional development events will be a minimum of 2 hours each. Mentoring/Coaching visits will be a minimum of 1 hour each month.

Project Description / Population to be Impacted

For the past four years 100% of the children and families served through Raising Riley programs have met at least one of the KCCTF Risk Factors. Our program has an average over this time period of 15% of our families having 4 or more risk factors.

The families served by Raising Riley tend to be more racially diverse, more likely to qualify for free or reduced-price likely to have caregivers with a high school diploma, and less likely to speak English as the primary language at home. Raising Riley services are available throughout the county.

Raising Riley attends Community Outreach events at least monthly to distribute information about our program as well as explain the application process and qualifying criteria. We have a active website and social media presence. All of our applications are available on our website and can be completed entirely on-line from either a computer or a cell phone. Selected recipients will meet at least one of the at-risk criteria.

Project Description / Equitable Services

Programs offered by Raising Riley are provided through a variety of mediums and platforms. Communication and contact between families and our program are available through more than one source ex: e-mail, phone, writing, in-person, raisingriley.com website, language line for translation, and a Spanish application is available. A RR priority is to provide financial assistance that affords at-risk families the means to place their children in high-quality care. A high-level parent education program is available to families free of charge. Our family engagement and community engagement events help support parents in advocating for their child. Referral for services in the county that are not provided through Raising Riley are made consistently on a case by case basis. These include, but are not limited to prenatal care services, breastfeeding services, Part C early intervention services for children ages birth to three with developmental delays, Part B early childhood special education services for children ages three to five, behavioral health services, child protective services, economic and employment supports, food and housing assistance, and additional support for child care expenses.

Partnerships

Early Childhood Block Grant and Kansas Preschool Pilot Community Partnerships

Community Partnerships

Raising Riley operates within and partners with the Riley County Health Department which is managed by Riley County. The Riley County Health Department houses several family and child focused programs that Raising Riley partners closely with on a daily basis. These include Child Care Licensing, Women, Infant and Children's nutrition program (WIC), Maternal and Child Health that includes Maternal and Infant Health, Becoming a Mom classes, home visiting, breastfeeding support services at Safe Kids, clinic services, and community health and wellness promotions. These programs all contribute individualized services to at-risk families and children in our community. The diversity of services available through these collaborations provide many more services than one program alone could accomplish. Raising Riley also partners very closely with Integrated Referral and Intake System (IRIS) which is housed at our location as well. Riley County will be providing a cash match to our grant request of 15% along with in-kind of 5% that includes office and meeting space.

USD #383 partnership enhances our program services in several areas. They provide space (which we include as in-kind) and information sharing for Camp Kindergarten. Early Head Start provides Home Visiting services and Raising Riley provides scholarship assistance to many qualifying children that attend our local school based early education programs enhancing the availability of high quality care and education opportunities for at-risk children. We also partner with USD #383 on a strategic planning process for Kindergarten Readiness and Transition planning.

Raising Riley members serve on the newly developed Manhattan Child Care Task Force that is addressing child care availability, accessibility and quality.

These partnerships and collaborations address several of the issues identified in the 2019 Early Childhood Needs Assessment that can only be accomplished when programs combine resources and workforce.

Partnership Endorsement List

18.a

Riley County Health Department - Raising Riley

Partnership Member Information

Applicants must provide a list of names, with email and phone number, of individuals representing any entity involved in the implementation of this project. This includes both entities receiving funds from you as the applicant or playing key roles in implementing the project.

Partnership Org/Entity/Business Name	Partner Contact First and Last Name	Partner Contact Email	Partner Contact Phone Number
USD #383 - Superintendent	Marvin Wade	marvinw@usd383.org	785-587-2000
USD #383 – Exec. Dir. Special Educ.	Andrea Teade	andreat@usd383.org	785-587-2000
USD#383 – Dir. Early Learning & Kindergarten Readiness Team	Elisabeth Nelson	elisabethn@usd383.org	785-587-2830
USD#383 - Assistant Director Early Learning	Andy Hutchinson	andyh@usd383.org	785-587-2045
USD#383 – Dir. Early Learning Special Ed & Kindergarten Readiness Team	Becky Becker	beckyb@usd383.org	785-587-2000
USD#383 – Director Infant-Toddler Services	Micah Karl	micahk@usd383.org	785-776-6363
USD#383 - Director Home Based Services	Brandy Kirk	brandy@usd383.org	785-587-2058
USD#383 Principal - Eugene Field	Abbie Wedel	abbiew@usd383.org	785-587-2045
USD#383 Principal - College Hill and Kindergarten Transition Team	Stephanie Kabriel	stephaniek@usd383.org	785-587-2830
USD#383 Director Elementary Education	Lucas Shivers	lucass@usd383.org	785-587-2841
USD #383 FIT Closet	Tracy Emory	fitcloset383@gmail.com	785-320-6750
KSU-Marianna Kistler Beach Museum of Art	Katherine Schlageck	klwalk@ksu.edu	785-532-7718
KSU-Human Development & Family Science Internship Program	Dr. David Thompson	davidt@k-state.edu	785-532-1477
Kansas State University College of Health and Human Sciences	Mary DeLuccie	mdeluccie@ksu.edu	785-532-3535
K-State Research and Extension	Bradford Wiles	bwiles@ksu.edu	785-532-1939
Riley County Health Department Maternal and Child Health	Breva Spencer	bspencer@rileycountyks.gov	785-776-4779 ext. 7601
Riley County Health Department Women, Infant and Children	Kaylyn Speth	kspeth@rileycountyks.gov	785-776-4779 ext. 7618
Riley County Health Department Public Health Clinic	Aryn Price	apricf@rileycountyks.gov	785-776-4779 ext. 7655
Riley County Health Department Child Care Licensing	Heather Richey	hrichey@rileycountyks.gov	785-776-4779 ext. 7604
Stepping Stones Child Advocacy Center Coordinator	Valerie Ramage	steppingstonescac@gmail.com	785-537-6867
Manhattan Emergency Shelter, Inc.	Emily Wagner	www.mesikansas.org	785-537-3113
The Crisis Center	Heather Johnson	ccidcs@att.net	785- 539-7935
Pawnee Mental Health	Robbin Cole	robbin.cole@pawnee.org	785-587-4300
No Stone Unturned	Ashley Lignitz	alignitz@mathispt.com	785-587-1825
Katie's Way	Kendra Stuke	kstuke@katieawaymanhattan.com	785-320-7331
Department of Children and Families	Sarah Mize	Sarah.Mize@ks.gov	785-776-4011
ieDiscoveries	Kasey Kile Wilkinson	kasey.kile@yahoo.com info@iediscoveries.com	620-285-9928
Kansas Child Care Training Organization	Patty Peschel	pkeating@k-state.edu	785-532-7197
Manhattan Public Library	Amber Keck	akeck@manhattan.lib.ks.us	785-776-4741
Manhattan Chamber of Commerce - Child Care Task Force	George Gnadt	george@manhattan.org	785-776-8829
Kindergarten Readiness Task Force - College Hill ECSE Teacher	Christi Oakley	christio@usd383.org	785-587-2830
Kindergarten Readiness Task Force - Bluemont Elem. Principal	Beth Neitzel	bethn@usd383.org	(785) 587-2030 ext. 3410
Kindergarten Readiness Task Force - Theodore Roosevelt Kdgtn Teacher	Shannon Downs	shannond@usd383.org	785-587-2000
Kindergarten Readiness Task Force - Marlatt Elem. Special Ed Teacher	Megan Rees	meganr@usd383.org	785-587-2000

Partnership Endorsement List

18.a

Riley County Health Department - Raising Riley

Kindergarten Readiness Task Force - Parent and Policy Council	Latoya Mothershed	lnmothershed@gmail.com	501-442-0470
Kindergarten Readiness Task Force - USD 383 Dir. Teaching & Learning	Paula Hough	paulah@usd383.org	785-587-2000
Kindergarten Readiness Task Force - JHS Solutions	January Scott	JanuaryScott@jhs-solutions.com	785-249-3759
Family Child Care Provider	Amanda Miller	amiller0518@gmail.com	785-320-7271
Family Child Care Provider	Amanda Ricketts	aricketts40@gmail.com	785-307-0147
Family Child Care Provider	Amelia Kirk	msamelia.daycare@gmail.com	316-992-6094
Family Child Care Provider	Angela Lyon	lyon_5@cox.net	785-820-0184
Family Child Care Provider	April Laskey	spiralsprouts@gmail.com	680-617-1508
Family Child Care Provider	Cassandra Johnson	littlediscoveriesdaycarellc@gmail.com	785-304-6643
Family Child Care Provider	Cassie Audi	cassieaudi93@gmail.com	720-681-8764
Family Child Care Provider	Cheisa Myles	cheisamyles@gmail.com	785-340-5691
Family Child Care Provider	Faith Degand	clemensfaith@gmail.com	785-341-2897
Family Child Care Provider	Janet Silva	janet.silva@att.net	785-313-3417
Family Child Care Provider	Jennifer Bruce	jbruce66502@gmail.com	785-304-3132
Family Child Care Provider	Jennifer Smith	richard_jennifer@yahoo.com	785-341-3697
Family Child Care Provider	Jessica Lenz	jessicalenz15@gmail.com	402-800-4617
Family Child Care Provider	Jenny Elkins	wigglesandgiggles13@yahoo.com	785-320-0132
Family Child Care Provider	Jill Erickson	jilliebean922@yahoo.com	785 458 2581
Family Child Care Provider	Kelsee Hauser	kelsee.dewerff@gmail.com	620-480-1394
Family Child Care Provider	Lisa Johnson	aldjohn7172@gmail.com	785-236-9520
Family Child Care Provider	Lisa Webber	sayanything29@yahoo.com	785-313-3433
Family Child Care Provider	Melissa Bowles	happyheartscopycare@hotmail.com	301-742-1346
Family Child Care Provider	Nichol Brace	brace.home@gmail.com	785-341-3148
Family Child Care Provider	Sarah Grimes	sarahdwinnie@hotmail.com	785-313-3203
Family Child Care Provider	Sarah Huston	SH3200853@gmail.com	630-631-8432
Family Child Care Provider	Stephanie Resenbeck	hubbard.stephanie@gmail.com	785-626-4762
Family Child Care Provider	Stephanie Swank	mrssswank82@gmail.com	785-410-2067
Family Child Care Provider	Summer Peters	ms.ladysp33@gmail.com	785.370.5750
Family Child Care Provider	Tammy Meyer	tmeyer1@cox.net	785-565-9280
Family Child Care Provider	Traci Lohse	tracilynn_06@yahoo.com	785-410-6011
Bebe Child Care Center	Wanda Brown	bebechildcarecenter@gmail.com	785-320-7101
From Cradles to Crayons	Brooke Murphy	director@fccmanhattan.org	785-320-2372
Hope Lutheran Early Learning Center	Jordan Garrison	manhattanhopedirector@gmail.com	785-587-9400
Kansas State University Center for Child Development	Terraketa Rumpson	rumpson@ksu.edu	785-532-3700
Kingdom Kids Child Care	Kristina Griffiee	kingdomkidsmhk@gmail.com	785-539-2865
Lamb of God Lutheran Child Care	Tynisha Moore	tynisha@firstlutheranmanhattan.org	785-537-8532
Living Word Church ELC	Rachel Nider	livingwordchurchelc@gmail.com	785-776-2162
Manhattan Catholic Preschool	Rhianna Nelson	rnelson@manhattancatholicschools.org	785-565-5050
Oak Grove Child Care Center	Reann Parker	director@oakgroveschoolonline.org	n/a
Riley County Child Care Center	Michelle Richling	mrichling@usd378.org	785-485-4010 ext 4000
St. Luke's Early Learning Center	Shelby Bruckerhoff	CenterDirector@stlukesmanhattan.org	785-485-4010 ext 4000

Attachment: FY23 RR_ECBG Common App (002) (11426 : RCHD Raising Riley ECBG Grant)

Measures of Success

Early Childhood Block Grant and Kansas Preschool Pilot Measures of Success

Using the [ECBG-KPP Logic Model Template](#) provided, explain how your program will identify and commit to tracking and reporting measures of success. . The Logic Model is expected to align with the project description and with the required outcomes listed on [pages 11-16 of the RFP](#). Applicants should only required to fill out the sections of the Logic Model template that correspond with the strategies they will be using; for example, an applicant applying for funds to provide preschool services might just complete the sections for Outcomes 1.1, 3.1, 3.2, and 3.3.

The [ECBG-KPP Logic Model Template](#) is linked [HERE](#). Please download the template to your computer, complete it per the above instructions, and upload using the 'Select File' button below. For more information about how to complete a logic model, see this "[Using a Logic Model](#)" handout.

ECBG/KPP Logic Model Template

Applicant Name: Raising Riley / Riley County Health Department

ECBG Outcome 1.1: Healthy Development: Early Identification: percentage of children who are screened for developmentally-appropriate communication skills, general cognitive skills, and social and emotional skills and referred for additional services as needed.

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Screening

Program Description

Raising Riley Child Care Tuition Assistance, EHS Home Visiting, Raising Riley Parent Education, Camp Kindergarten,

Target Population(s)

Include estimated number of children and families to be served.

At-Risk children birth through five, and their families who are living in Manhattan city limits and/or Riley County including Fort Riley.

Estimate to serve 240 children 0-5 years of age and 230 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts?
Common Measures screenings are completed on a predetermined schedule following the ECBG Guidelines with children whose families	# children screened/assessed # screenings /assessments completed	Continued increase in the use of IRIS for referral services Increased number of children screened and	100% of children being screened on a regular schedule for detection of developmental delays Strong, defined screening and referral	See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure. Parents are responsible for completing the Ages and Stages Questionnaire, Third

participate in RR child care assistance, home visiting, family engagement, and/or parent education. Camp Kindergarten attendees will be screened twice, at the beginning and the end, of the four week program. Referrals will be made as needed to USD383 Community Screenings and Riley County Infant/Toddler Services	# children reaching developmental milestones # children referred for evaluation	receiving follow-up assessments as needed Increased commitment from community agencies and physicians to provide universal screenings	protocol process for all of Riley County Empowered families that are confident in voicing concerns Early Intervention for all children with developmental delays	Edition (ASQ-3) and the Ages and Stages Questionnaire: Social-Emotional, Second Edition (ASQ:SE-2). Facilitators will collect the ASQ data.
---	---	---	---	--

ECBG Outcome 1.2: Healthy Development: Social-emotional development: percentage of children who demonstrate improvement in positive self-regulation and compliance behaviors

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Referral

Program Description

Target Population(s)

One-on-One Behavioral Health Intervention

Include estimated number of children and families to be served.

20 children and 20 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome? Behavioral concerns that require one-on-one direct intervention and support are referred to USD383, Riley County Infant/Toddler Services, Kansas State University Family Center and/or Pawnee Mental Health	What do you plan to collect to show that the activity took place? # children referred for evaluation	What change do you wish to see in families or the community after one year of service? Continued increase in the use of IRIS for referral services Increased number of children screened and receiving follow-up assessments if needed	What change do you wish to see in families or the community after five years of service?) Empowered families that are confident in voicing concerns Increased recognition of Behavioral Health issues	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure. ASQ:SE-2 administered by parents and reviewed by RR Facilitators Parent report Child Care provider reports

ECBG Outcome 2.1: Strong Families: Safe, stable and nurturing relationships (SSNRs): percentage of children whose family or primary caregivers demonstrate support of their learning and development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Parent Support and Education

Program Description

Raising Riley Child Care Tuition Assistance, EHS Home Visiting, Raising Riley Parent Education, Raising Riley Family Engagement

Target Population(s)

Include estimated number of children and families to be served.

Services will be available to 240 children 0-5 years of age and 230 families.

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served	Increased opportunities for families to earn a living wage	Family support programs are able to meet the demand for services	EHS Home Visitors will administer the Home Observation for the Measurement of the Environment (HOME) Inventory.
Home Visits with flexibility in services, intensity and duration in response to changing needs of the families	# children whose parents demonstrate support of their learning and development (HOME)	Parent involvement and leadership in early education activities	Educational and leadership roles are available for parents/caregivers in community programs	
Parent Education Classes	# screenings	Stable and nurturing environments that ensure children have strong, healthy starts.	No children experience abuse or neglect	
Family Engagement Events	# parents attending parent education classes	Expanded opportunities for peer- to-peer support and implementation of		
	# families attending family engagement events			

		evidence-based family support systems Cross -sector partnerships to support comprehensive needs of families		
--	--	--	--	--

ECBG Outcome 2.2: Strong Families: Safe, stable and nurturing relationships (SSNRs): percentage of family or primary caregivers who indicate a positive level of family functioning, concrete support, social support, and nurturing and attachment

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Parent Support and Education

Program Description

Target Population(s)

EHS Home Visiting, Raising Riley Parent Education, Raising Riley Family Engagement

Include estimated number of children and families to be served.

Services will be available to 240 children 0-5 years of age and 230 families.

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Home Visits with flexibility in services, intensity and duration in response to changing needs of the families,	# children served	Parent involvement and leadership in early education activities	Family support programs are able to meet the demand for services	Keys to Interactive Parenting Scale (KIPS) will be administered by EHS Home Visitors
Parent Education Classes	# screenings	Stable and nurturing environments that ensure children have strong, healthy starts	Educational and leadership roles are available for parents and caregivers in community programs	Protective Factors Survey, 2nd Edition (PFS-2) will be administered by Family Engagement Facilitator
Family Engagement Events	# parents attending parent education classes	Expanded opportunities for peer- to-peer support and implementation of	No children experience abuse or neglect	
	# families attending family engagement events			

		evidence-based family support systems Cross -sector partnerships to support comprehensive needs of families	Confident and involved parents and caregivers	pre and post Parent Education classes
--	--	--	---	---------------------------------------

ECBG Outcome 3.1: Early Learning: Early Literacy: percentage of children (0-5) who demonstrate ongoing competence in communication and literacy as appropriate for their development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Literacy Training and Information Sharing with Parents and Providers

Program Description

Target Population(s)

Raising Riley Child Care Tuition Assistance, Story Time, Parent Education, Family Engagement, Monthly Library Events for Families and Raising Riley Services for Providers, Camp Kindergarten

Include estimated number of children and families to be served.

Estimate to serve 240 children 0-5 years of age and 230 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served			
	# children assessed	Improved competence in at-risk children's communication and literacy development	Children are entering kindergarten with appropriate communication and literacy skills.	Individual Growth and Development Indicators (IGDI/myIGDI) administered by RR Facilitators
Facility-based Story Time	# children reaching appropriate competency levels appropriate for their development			
Monthly Professional Development for Community Providers	# families served	Parent/provider increased support and involvement in early literacy activities	More children are in homes with parents/caregivers with higher education	
Parent Newsletters	# early childhood professionals served		Parents/caregivers are supportive and	
Provider Newsletter				

Parent Education Family Engagement Camp Kindergarten		USD383 implementation of Kindergarten Transition Plans Cross-sector partnerships to support the importance of early literacy programs	demonstrate a knowledge of the importance of early education Community-wide support for Early Education Kindergarten Transition Plans are implemented in every USD in Riley County Every USD in Riley County will offer Camp Kindergarten programs to the at-risk children in their service area Cross-sector financial support for summer camp programs for at-risk children in all Riley County communities	
--	--	--	---	--

ECBG Outcome 3.2: Early Learning: Early Literacy: percentage of children (3-5) who demonstrate ongoing competence in numeracy skills as appropriate for their development

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Numeracy Training and Information Sharing with Parents and Providers

Program Description

Raising Riley Child Care Tuition Assistance, Parent Education, Family Engagement, Raising Riley Services for Providers, Camp Kindergarten

Target Population(s)

Include estimated number of children and families to be served.

Estimate to serve 240 children 0-5 years of age and 230 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Child Care Tuition Assistance	# children served	Improved competence in at-risk children's numeracy skills	Children are entering kindergarten with appropriate numeracy skills.	Individual Growth and Development Indicators (IGDI/myIGDI) administered by RR Facilitators
Professional Development for Community Providers	# children assessed	Parent/provider increased support and involvement in early numeracy activities	More children are in homes with parent/caregivers with higher education	
Parent Newsletters	# children reaching appropriate competency levels appropriate for their development	USD383 implementation of Kindergarten Transition Plans	Parents/caregivers are supportive and demonstrate a knowledge of the	
Provider Newsletter	# families served	Cross-sector partnerships to support		
Parent Education	# early childhood professionals served			
Family Engagement				
Camp Kindergarten				

		the importance of early numeracy programs	importance of early education Community-wide support for Early Education Every USD in Riley County will offer Camp Kindergarten programs to the at-risk children in their service area Kindergarten Transition Plans are implemented in every USD in Riley County Cross-sector financial support for summer camp programs for at-risk children in all Riley	
--	--	--	--	--

ECBG Outcome 3.3: Early Learning: Quality Learning Environments: percentage of high-quality early care and learning environments predictive of positive change in academic outcomes.

Strategy One

Based on the above outcome, what broad strategy will you use as a way to achieve your impact:

Classroom Observation and Feedback, Professional Development

Program Description

Target Population(s)

Raising Riley Coaching and Mentoring Services for Providers

Include estimated number of children and families to be served.

Estimate to serve 225 children 0-5 years of age and 215 families

Program Activities	Outputs	Area of Impact/Target Improvement	Long-term Results	Measure
What do you do to help the targeted population achieve the desired outcome?	What do you plan to collect to show that the activity took place?	What change do you wish to see in families or the community after one year of service?	What change do you wish to see in families or the community after five years of service?)	How will you know the effect of your efforts? See Blueprint Common Measures. Include who will be responsible for administering and/or collecting the measure.
Observations of child care providers / teachers interactions and environments	# child care providers / teachers observed	At-risk children's development and academic outcomes improve	Improved competence in at- risk children's communication and literacy development	Classroom Assessment Scoring System (CLASS) administered by RR Facilitators.
Professional Development offered monthly	# child care providers /teachers meeting ECBG standards	High quality teacher-child interactions	Early childhood professionals are competent, credentialed, and effective	
Parent Newsletters	# children in attendance	Secure, supportive interactions and environment	Early learning programs are high quality	
Provider Newsletters	# children screened			
	# children reaching competency levels appropriate for their development			

Budget & Budget Narrative

Early Childhood Block Grant and Kansas Preschool Pilot Budget Narrative

Budget Narrative / Use of Funding

ECBG funding will be used for personnel expenses and to provide child care assistance to families meeting at least one of the at-risk criteria outlined in the RFP. Funding will also be used to assist with the provision of family engagement events and parent education classes. The Raising Riley Literacy program also implements ECBG funding to purchase books and activity supplies for monthly story time activities.

Budget Narrative / Other Funding Sources

Raising Riley receives funding from Riley County to help support the goals of our program. The funds received from Riley County are used for furniture and equipment, supplies to include office supplies, postage, software fees, website domain and maintenance, professional development for both staff and child care providers, travel expenses, child care expenses for parenting classes, additional scholarship funds, support of the literacy program, and additional funds for family engagement and parent education.

Total Proposed Grant Budget

835,096.00

Kansas Preschool Pilot / Early Childhood Block Grant Revenue Calculator and Budget Template

Instructions

Updated 11-01-2021 at 3PM

The purpose of this Revenue Calculator and Budget Template is to allow Kansas Preschool Pilot and Early Childhood Block Grant applicants to estimate revenue and request grant funding for 2022-2023.

Districts are not limited to spending the amount of funding generated by preschool students on preschool, nor are they required to spend all state aid generated by preschool students on preschool programming.

However, for the 2022-2023 Kansas Preschool Pilot grant/Early Childhood Block Grant, districts applying for funds will use this template to first demonstrate that they are reinvesting other available sources of funding (state enrollment aid and accompanying weightings, special education funds, federal Head Start grants) into their preschool programs before requesting Kansas Preschool Pilot/Early Childhood Block Grant funding to supplement gaps.

Guidance for using this Excel template:

Users should only edit cells that are highlighted in yellow. Begin by filling out "Is the grant applicant a school district?" (Cell B6) and either "If no, type applicant name" (Cell B7) or "District Number" (Cell B8) on this page to auto-populate other fields in the workbook.

There is data validation in some of the columns to ensure users provide answers in the correct format - please provide answers from the allowable list of drop down options.

Applicant and District	Start Here
Is the grant applicant a school district?	No
If no, type applicant name:	Riley County Health Department-Raising Riley
District Number:	
District Name:	
Background preschool program information for school districts:	

AUTOPOPULATED BASED ON SUBSEQUENT TABS									
2021-2022 School Year									
Overview 2021-2022	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	Kansas Preschool Pilot Grant	All Other Gifts & Grants	Other Funds and Accounts	Total
Forecasted Revenue from PreK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Budgeted Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Summary	Totals								
Total revenue from all sources except Kansas Preschool Pilot:	\$ -								
Total 2021-22 PreK Expenditures:	\$ -								
Revenue minus expenditures:	\$ -								
2021-22 Kansas Preschool Pilot grant award	\$ -								
Forecasted Revenue	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	Kansas Preschool Pilot Grant	All Other Gifts & Grants	Other Funds and Accounts	Total Forecasted Revenue
State enrollment aid (Preschool-Aged At-Risk):				\$0					\$0
State enrollment aid (preschool students with IEPs):		\$0							\$0
State At-Risk (K-12)					\$0				\$0
Categorical Aid reimbursement		\$0							\$0
Additional General Fund Transfer	\$0								\$0
Parent fees/tuition:	\$0								\$0
Federal COVID relief funds:	\$0								\$0
Transportation Weighting and/or Reimbursement:								\$0	\$0
Bilingual Weighting:								\$0	\$0
Child and Adult Care Food Program (CACFP) / National School Lunch Program (NSLP):								\$0	\$0
Child Care Development Block Grant (child care subsidy):	\$0								\$0
McKinney-Vento:			\$0						\$0
ESEA Title I:			\$0						\$0
ESEA Title II:			\$0						\$0
Federal Head Start funding:			\$0						\$0
Early Childhood Block Grant (Kansas Children's Cabinet and Trust Fund):							\$0		\$0
Other gifts and grants:							\$0		\$0
Other revenue:								\$0	\$0
Kansas Preschool Pilot Grant Award									\$0
Total Forecasted Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expenditures by Cost Category	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	Kansas Preschool Pilot Grant	All Other Gifts & Grants	Other Funds and Accounts	Total Budgeted Expenditures
Personnel (Salaries)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel (Benefits)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel & Subsistence	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture & Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Staff Education & Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building, Space & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other direct costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs (cannot exceed 8%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Budgeted Expenditures:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

AUTOPOPULATED BASED ON SUBSEQUENT TABS

2022-2023 School Year

Overview 2022-2023	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	Kansas Preschool Pilot Grant	All Other Gifts & Grants	Other Funds and Accounts	Total
Forecasted Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 835,096	\$ 50,600	\$ 113,875	\$ 999,571
Total Budgeted Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 835,096	\$ 50,600	\$ 113,875	\$ 999,571
Summary	Totals								
Total revenue from all sources except Kansas Preschool Pilot / Early Childhood Block Grant:	\$ 164,475								
Total 2022-23 Expenditures:	\$ 999,571								
Revenue minus expenditures:	\$ 835,096								
Funding reinvested:									
Requested Kansas Preschool Pilot/Early Childhood Block Grant 2022-2023 grant funding	\$ 835,096								
Forecasted Revenue	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	KPP/ECBG Grant Request	All Other Gifts & Grants	Other Funds and Accounts	Total Forecasted Revenue
State enrollment aid (Preschool-Aged At-Risk):				\$0					\$0
State enrollment aid (preschool students with IEPs):		\$0							\$0
State At-Risk					\$0				\$0
Categorical Aid reimbursement		\$0							\$0
Additional General Fund Transfer	\$0								\$0
Parent fees/tuition:	\$0								\$0
Federal COVID Relief Funds	\$0								\$0
Transportation Weighting and/or Reimbursement:								\$0	\$0
Bilingual Weighting:								\$0	\$0
Child and Adult Care Food Program (CACFP) / National School Lunch Program (NSLP):								\$0	\$0
Child Care Development Block Grant (child care subsidy):	\$0								\$0
McKinney-Vento:			\$0						\$0
ESEA Title I:			\$0						\$0
ESEA Title II:			\$0						\$0
Federal Head Start funding:			\$0						\$0
Other gifts and grants:							\$50,600		\$50,600
Other revenue:								\$113,875	\$113,875
Kansas Preschool Pilot / Early Childhood Block Grant Request						\$835,096			\$835,096
Total Forecasted Revenue:	\$0	\$0	\$0	\$0	\$0	\$835,096	\$50,600	\$113,875	\$999,571
Expenditures by Cost Category	General Fund & Supplemental General Fund	Special Education & Coop Special Education	Federal Funds	Preschool-Aged At-Risk	At-Risk (K-12)	KPP/ECBG Grant Request	All Other Gifts & Grants	Other Funds and Accounts	Total Budgeted Expenditures
Personnel (Salaries)	\$0	\$0	\$0	\$0	\$0	\$314,010	\$0	\$0	\$ 314,010
Personnel (Benefits)	\$0	\$0	\$0	\$0	\$0	\$124,514	\$0	\$0	\$ 124,514
Travel & Subsistence	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$7,075	\$ 8,075
Furniture & Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,060	\$ 7,060
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,540	\$ 13,540
Contractual	\$0	\$0	\$0	\$0	\$0	\$15,840	\$0	\$900	\$ 16,740
Staff Education & Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$ 4,000
Building, Space & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$49,600	\$0	\$ 49,600
Other direct costs	\$0	\$0	\$0	\$0	\$0	\$340,966	\$0	\$81,300	\$ 422,266
Indirect Costs (cannot exceed 8%)	\$0	\$0	\$0	\$0	\$0	\$39,766	\$0	\$0	\$ 39,766
Total Budgeted Expenditures	\$0	\$0	\$0	\$0	\$0	\$835,096	\$50,600	\$113,875	\$ 999,571

**RILEY COUNTY LAW ENFORCEMENT AGENCY
SPECIAL LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
December 16, 2021 5:30 p.m.
Agenda**

- I. **ESTABLISH QUORUM**- Chairperson Morse
- II. **PLEDGE OF ALLEGIANCE**- Chairperson Morse
- III. **GENERAL AGENDA**
 - A. Public Comment
 - B. Fraternal Order of Police Lodge #17 Comments
 - C. Board Member Comments
 - D. Executive Session- *(Vote Required)*
 - a) Non-Elected Personnel Matters
 - b) Attorney Client Privilege
 - E. Director Position- Chairperson Morse- *(Possible Vote)*
 - F. Adjournment

NOTE: Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/about-us/law-board-0>. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Assistant Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

The Meeting of the Riley County Law Enforcement Agency will be televised live on local Cox Cable Channel 3, on the City of Manhattan's website at <http://cityofmhk.com/tv>, and also on Facebook at <https://www.facebook.com/RileyCountyPD>. A recording will be made available on the City's website after the meeting.