

**Lawrence-Douglas County Health Board**  
**October 19, 2009**  
**5:30 p.m.**

**Agenda:**

- 1. Call to order.**
- 2. Consent Agenda.**
  - a. Approval of minutes of September 21, 2009
  - b. Approval of September 2009 monthly financial report
- 3. Unfinished Business.**
- 4. Front Desk Presentation – Pat Meyers**
- 5. Director’s Report.**
  - a. H1N1 influenza planning
  - b. Lone Star Lake and holding tanks
  - c. Community Health Facility Building Open House
- 6. New Business.**
  - a. Supplemental H1N1 Emergency Response Phase III Contract
  - b. H1N1 clinic support contract with Lawrence Memorial Hospital
  - c. 3<sup>rd</sup> quarter performance scorecard
  - d. Other
- 7. Adjournment.**

**Future Business**

Health Board Photograph

Strategic Plan Draft

Communicable Disease Presentation

**Lawrence-Douglas County Health Department  
September 2009 Notes for Financial Reports**

**Revenue & Expense Budget vs. Actual Report**

**Revenues**

- The interest rates remain quite low. Therefore, the amount earned per account continues to be much lower than budgeted.
- *Fee income is higher than budgeted for the month. Because we have received and are administering our seasonal flu vaccine so much earlier this year, revenue is up over \$4,000 for this month compared to the same time last year.*
- *Grant income is higher than budgeted for the month. We received our Environmental Health Local Environmental Protection Program SFY 2010 payment from the State in September and in the past we have received that payment in August.*

**Expenses**

- *Overall, most of our contractual expenditures are lower than budgeted. A few are higher than budgeted, such as health education/promotion. We paid the second installment on a billboard for the preparedness fair and these expenses will be offset with funding received from the Compassion Kansas grant.*
- *Commodities are higher than budgeted for the month. This is due to ordering replacement stock for oral contraceptives.*
- Other expenses are lower than budgeted for the month.

**Balance Sheets**

**General/Operating**

- *Balance decreased \$174,463 due to income & expenses (see above).*

**Board Designated Fund**

- *Balance decreased \$229. This was due to \$16 in interest earnings and \$245 in payroll liabilities for staff payouts.*
- *At month's end, we were \$58,099 or 7% short of meeting our 3 month reserve goal of \$814,764.*

**Funded Depreciation**

- *Cash balance decreased \$990. This was due to \$3 in interest earnings and a \$994 fixed asset purchase.*
- *I have included a list of the funded depreciation purchases that make up the fixed assets on the funded depreciation balance sheet.*

**Kay Kent Public Health Service Award Fund**

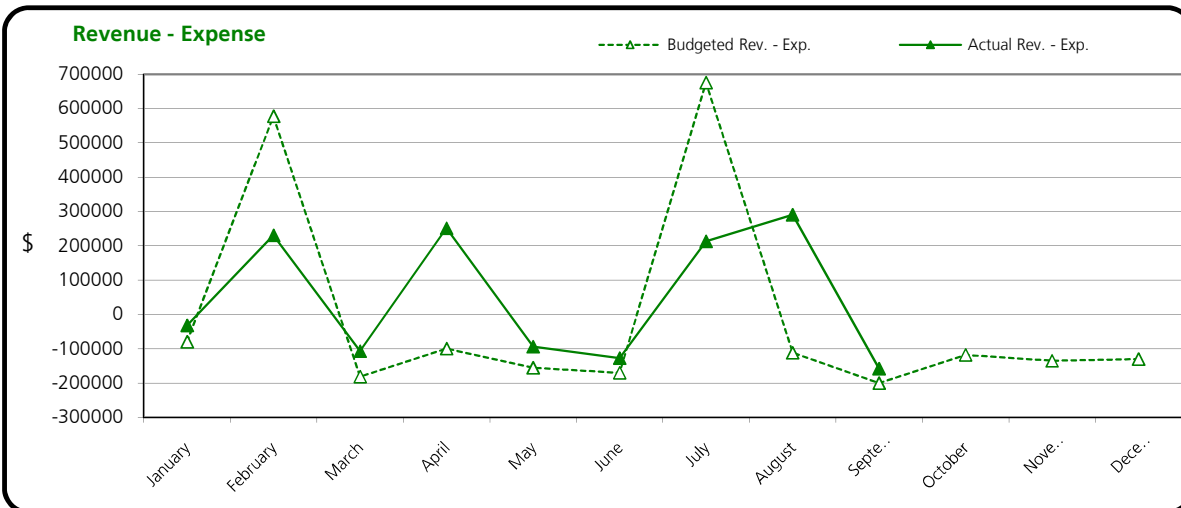
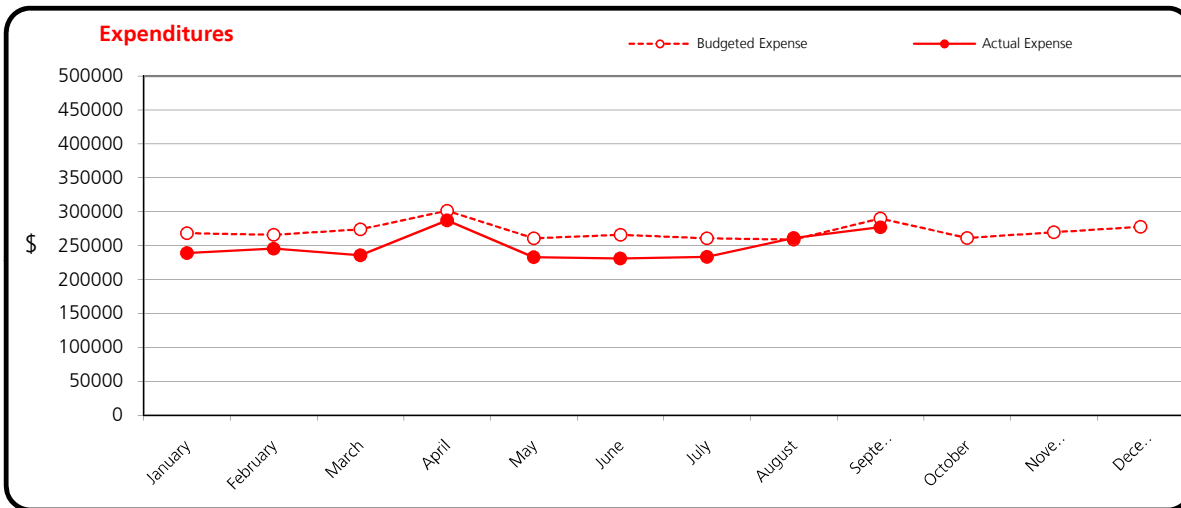
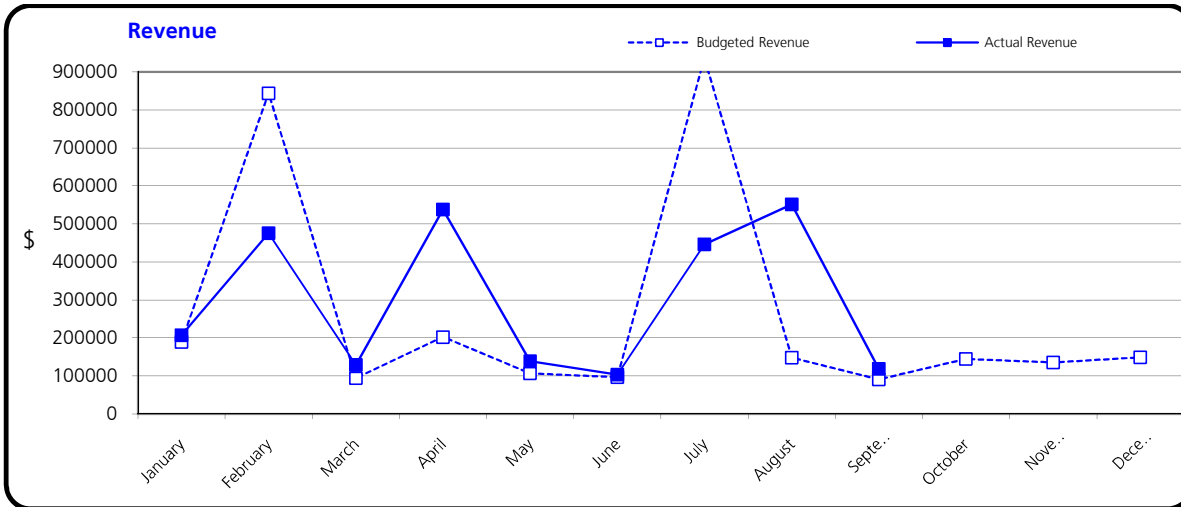
- *Balance increased \$204. This was due to a deposit from the general/operating fund of the remaining balance, after payment of all expenses, for the KALHD funding to support our hosting a state-wide quality improvement workshop designed to improve the KS Electronic Disease Surveillance System.*

I have included a vendor payment listing for September.

Lawrence-Douglas County Health Department (LDCHD)  
Revenue & Expense Budget vs. Actual  
September 2009

	Sep 09	Budget	Jan - Sep 09	YTD Budget	Annual Budget
<b>Income</b>					
<b>5000 - Revenue</b>					
<b>50010 - City</b>					
500100 - City Operating	0	0	513,901	513,900	513,900
500101 - City Health Insurance	0	0	155,099	155,099	155,099
<b>Total 50010 - City</b>	<b>0</b>	<b>0</b>	<b>669,000</b>	<b>668,999</b>	<b>668,999</b>
<b>50020 - County</b>					
500200 - County Operating	0	0	720,000	720,000	720,000
500201 - County Health Insurance	17,614	19,354	161,258	174,190	232,649
500202 - County Mill Levy Aging	0	0	10,000	10,000	10,000
<b>Total 50020 - County</b>	<b>17,614</b>	<b>19,354</b>	<b>891,258</b>	<b>904,190</b>	<b>962,649</b>
<b>51000 - Operating Revenue</b>					
511000 - Contract Services	826	833	84,471	68,700	91,600
512000 - Fees					
<b>Total 512000 - Fees</b>	<b>31,301</b>	<b>25,091</b>	<b>255,721</b>	<b>254,230</b>	<b>359,924</b>
519000 - Interest	23	833	416	7,500	10,000
<b>Total 51000 - Operating Revenue</b>	<b>32,150</b>	<b>26,757</b>	<b>340,608</b>	<b>330,430</b>	<b>461,524</b>
<b>517000 - Grant Income</b>					
5170001 - Federal	0	0	5,000	5,000	5,000
5170002 - State	68,999	43,575	686,180	644,660	880,473
5170003 - Local/Private	0	0	14,664	12,890	12,890
<b>Total 517000 - Grant Income</b>	<b>68,999</b>	<b>43,575</b>	<b>705,844</b>	<b>662,550</b>	<b>898,363</b>
<b>57000 - Other Revenue</b>					
570001 - Other	205	1,251	7,581	11,255	15,006
570002 - CHIP Grant	0	0	94,931	132,513	132,513
<b>Total 57000 - Other Revenue</b>	<b>205</b>	<b>1,251</b>	<b>102,512</b>	<b>143,768</b>	<b>147,519</b>
<b>Total 5000 - Revenue</b>	<b>118,968</b>	<b>90,937</b>	<b>2,709,222</b>	<b>2,709,937</b>	<b>3,139,054</b>
<b>Total Income</b>	<b>118,968</b>	<b>90,937</b>	<b>2,709,222</b>	<b>2,709,937</b>	<b>3,139,054</b>
<b>Expense</b>					
<b>6000 - Payroll Expenses</b>					
60010 - Gross Salaries & Wages	146,579	158,601	1,319,452	1,427,409	1,909,047
60020 - Payroll Related Expenses					
<b>Total 60020 - Payroll Related Expenses</b>	<b>50,588</b>	<b>55,785</b>	<b>447,266</b>	<b>513,007</b>	<b>682,287</b>
<b>Total 6000 - Payroll Expenses</b>	<b>197,167</b>	<b>214,386</b>	<b>1,766,718</b>	<b>1,940,416</b>	<b>2,591,334</b>
<b>6300 - Contractual Service Expenditure</b>					
<b>Total 6300 - Contractual Service Expenditure</b>	<b>16,453</b>	<b>23,595</b>	<b>192,467</b>	<b>240,726</b>	<b>312,096</b>
<b>6400 - Commodities</b>					
<b>Total 6400 - Commodities</b>	<b>51,185</b>	<b>36,939</b>	<b>188,514</b>	<b>171,947</b>	<b>227,672</b>
<b>6500 - Other Expenses</b>					
<b>Total 6500 - Other Expenses</b>	<b>12,510</b>	<b>15,478</b>	<b>97,484</b>	<b>95,965</b>	<b>127,952</b>
<b>Total Expense</b>	<b>277,315</b>	<b>290,398</b>	<b>2,245,183</b>	<b>2,449,054</b>	<b>3,259,054</b>
<b>Net Income</b>	<b>(158,347)</b>	<b>(199,461)</b>	<b>464,039</b>	<b>260,883</b>	<b>(120,000)</b>

### 2009 YTD Financial Performance



Lawrence-Douglas County Health Department (LDCHD)

Balance Sheet

As of September 30, 2009

	<u>Sep 30, 09</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 - Current Assets	
10010 - Cash	
100100 - Cash - Unrestricted Operating	792,404
<b>Total 10010 - Cash</b>	<u>792,404</u>
<b>Total 1000 - Current Assets</b>	792,404
1011 - Petty cash / change fund	710
<b>Total Checking/Savings</b>	<u>793,114</u>
<b>Total Current Assets</b>	<u>793,114</u>
<b>TOTAL ASSETS</b>	<u><u>793,114</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
3001 - Operating Fund Balance	487,910
3500 - Contributed Capital	27,889
Net Income	277,315
<b>Total Equity</b>	<u>793,114</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>793,114</u></u>

**LDCHD Board Designated Fund**  
**Balance Sheet**  
As of September 30, 2009

Sep 30, 09

**ASSETS**

**Current Assets**

**Checking/Savings**

10010 - Board Designated Fund 656,665

**Total Checking/Savings** 656,665

**Total Current Assets** 656,665

**Other Assets**

18000 - Certificate of Deposit 100,000

**Total Other Assets** 100,000

**TOTAL ASSETS** 756,665

**LIABILITIES & EQUITY**

**Equity**

32000 - Retained Earnings 733,830

**Net Income** 22,835

**Total Equity** 756,665

**TOTAL LIABILITIES & EQUITY** 756,665

**LDCHD Funded Depreciation**  
**Balance Sheet**  
As of September 30, 2009

Sep 30, 09

**ASSETS**

**Current Assets**

**Checking/Savings**

10010 - Funded Depreciation 126,990

**Total Checking/Savings** 126,990

**Total Current Assets** 126,990

**Fixed Assets**

15000 - Furniture and Equipment 59,745

**Total Fixed Assets** 59,745

**TOTAL ASSETS** 186,735

**LIABILITIES & EQUITY**

**Equity**

32000 - Retained Earnings 144,234

**Net Income** 42,501

**Total Equity** 186,735

**TOTAL LIABILITIES & EQUITY** 186,735

**2009 Funded  
Depreciation Purchases**

**For the period ending  
September 30, 2009**

<b>Month</b>	<b>Purchased</b>	<b>Price</b>
Year End 2008	balance of purchases made	51,047
June	virtual storage servers/twins/mirrors	7,704
September	windows server licenses	994
	<b>Total Year to Date</b>	<b>59,745</b>

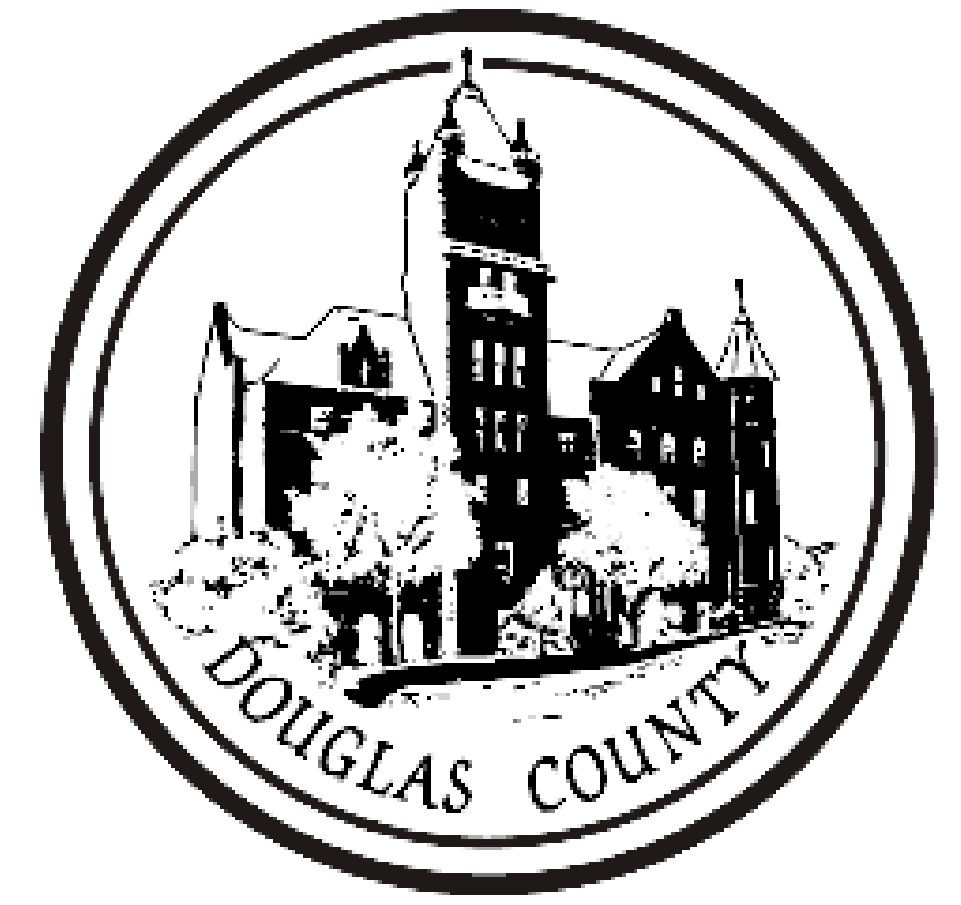
**2009 Funded  
Depreciation Purchases**

**For the period ending  
September 30, 2009**



**LDCHD Kay Kent Public Health Service Award**  
**Balance Sheet**  
As of September 30, 2009

	<u>Sep 30, 09</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10010 - K Kent Public Health Serv Award	17,809
<b>Total Checking/Savings</b>	<u>17,809</u>
<b>Total Current Assets</b>	<u>17,809</u>
<b>TOTAL ASSETS</b>	<u><u>17,809</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
32000 - Retained Earnings	18,182
Net Income	<u>(373)</u>
<b>Total Equity</b>	<u>17,809</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>17,809</u></u>



## Southwest Arm Lone Star Lake

**DOUGLAS COUNTY, KS  
PUBLIC WORKS**

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
[www.douglas-county.com](http://www.douglas-county.com)



**1 inch = 150 feet**

Date: photo April 2006  
Produced By: Michael Kelly

**MAP DISCLAIMER:** All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. Douglas County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose.





Mark Parkinson, Governor  
Roderick L. Bremby, Secretary

DEPARTMENT OF HEALTH  
AND ENVIRONMENT

[www.kdheks.gov](http://www.kdheks.gov)

Division of Health

October 9, 2009

Lawrence-Douglas County Health Department  
Attn: Dan Partridge  
200 Maine Street, Suite B  
Lawrence, KS 66044-1357

RE: Lawrence-Douglas County Health Department H1N1 Emergency Response  
Phase III Contract

Dear Dan Partridge:

I am enclosing one original copy of the H1N1 Emergency Response Phase III contract between the Kansas Department of Health and Environment and the Lawrence-Douglas County Health Department region for signature.

The contract does not require a work plan but does require affidavits of expenditures for only three reporting periods along with a completion of any H1N1 assessments that may be required. Mass Vaccination Clinic information is also required to be submitted through a KDHE designated website, per contract deliverables.

After the contract has been signed, please return it to my office along with a projected line item budget for the year (form can be found on the BPHP website). Upon receipt, it will be forwarded to KDHE Secretary Bremby for his signature. Once Secretary Bremby signs the contract, one copy will be returned to you for your files.

If you have any questions, please don't hesitate to contact Alicia Parkman ([aparkman@kdheks.gov](mailto:aparkman@kdheks.gov), 785-296-8115) or Sarah Beery ([sbeery@kdheks.gov](mailto:sbeery@kdheks.gov), 785-296-8605).

Sincerely,

Alicia Parkman  
Bureau of Public Health Preparedness

Enclosure

BUREAU OF PUBLIC HEALTH PREPAREDNESS  
1000 SW JACKSON ST., STE. 330, TOPEKA, KS 66612-1365  
Voice 785-296-2700 Fax 785-296-2625  
[www.ksready.gov](http://www.ksready.gov)

Contract  
Between  
The Kansas Department of Health and Environment  
And  
Lawrence-Douglas County Health Department

LOCAL AGENCY    Lawrence-Douglas County Health Department

PROGRAM            Public Health Emergency Response, Phase 3 Focus Area 3

TERM                July 1, 2009 – July 30, 2010

AMOUNT             \$336,661.00

This agreement is entered into between the Kansas Department of Health and Environment, herein after known as KDHE, and Lawrence-Douglas County Health Department, herein after known as Local Agency.

NOW, THEREFORE, the parties do agree and covenant as follows:

IT IS MUTUALLY AGREED:

1. The term of this contract is from July 1, 2009 through July 30, 2010 at 5:00 p.m. unless terminated earlier by written agreement of the parties or in accord with the provisions set forth in this contract.
2. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof by reference.
3. This contract, including attachments, may be extended and/or amended as necessary if such extension and/or amendment is in writing and executed with the same formalities as this contract.
4. Payments to the Local Agency are contingent upon the receipt of adequate funding for the Bureau of Public Health Preparedness through federal grants.
5. In the event that Local Agency is unable to expend all of the funds allocated, Local Agency shall notify KDHE in writing of the amount of unspent funds. KDHE may request a refund of unspent funds at the end of the grant period.
6. Payment(s) may be withheld if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in this agreement and/or the Contract Attachment(s).
7. KDHE may cancel this agreement if the Local Agency fails to submit reports as required in this agreement and/or the Contract Attachment(s).

KDHE AGREES:

8. To pay 25% of the total grant amount to the Local Agency upon execution of this contract by the Secretary of KDHE (Secretary).
9. To pay the amounts requested by the Local Agency, not to exceed the balance remaining on the grant award, upon receipt of the Affidavits of Expenditure detailing allowable expenditures for the periods July 1, 2009 through and including January 31, 2010, February 1, 2010 through and including April 30, 2010 and May 1, 2010 through and including July 30, 2010.
10. To provide on-site and telephonic technical assistance to any local agency not meeting program expectations or requesting such assistance.

LOCAL AGENCY AGREES:

11. To return the signed contract and a budget, on the form specified, to KDHE by October 30, 2009.
12. To establish and maintain accounting records in compliance with the local governmental accounting and financial reporting requirements of the Governmental Accounting Standards Board.
13. That KDHE contract funds will not be used to supplant other Local Agency funds;
14. That funds provided pursuant to this Contract will be used to support the H1N1 public health emergency response activities at the local level. The Local Agency should prioritize activities needed to effectively conduct mass vaccination in order to determine which activities are funded at the local level. Activities that can be funded include, but are not limited to, any of the following:
  - a. Temporary personnel costs associated with mass vaccination, including contracting with vaccinators to vaccinate on behalf of public health agencies
  - b. Administering vaccine at public health-organized clinics or other venues and point-of-dispensing (POD) sites organized on behalf of public health agencies
  - c. Entering into agreements with vaccinators and others for mass vaccination
  - d. Identifying, engaging, and enrolling private-sector partners for potential vaccine administration
  - e. Implementing a public health Incident Command System (ICS)
  - f. Supporting logistical and administrative costs associated with vaccine administration sites
  - g. Maintaining cold-chain capacity where needed
  - h. Assuring vaccine safety monitoring and reporting
  - i. Tracking vaccine and vaccine ancillary supplies
  - j. Monitoring and reporting of vaccine doses administered
  - k. Implementing communication strategies to reach the public, especially those priority groups included in the Advisory Committee on Immunization Practices (ACIP) recommendations
  - l. Dispensing/distributing antiviral drugs
  - m. Implementing community mitigation activities/measures
  - n. Identifying medically vulnerable populations and providing access to vaccinations through mobile vaccination teams, or other similar means

- o. Assuring adequate security at central receiving sites and/or vaccine administration sites
  - p. Assuring appropriate accounting and fiscal oversight
  - q. Purchasing of personal protective equipment (PPE) for the public sector mass vaccination workforce, fit testing costs, and maintenance of a respiratory protection program for public and health care sector workforce (in accordance with CDC guidelines)
  - r. Ensuring surge capacity within a public health emergency operations center
  - s. Assuring medical/public health surge capability through mobilization of a volunteer workforce
  - t. Assuring interoperable communications systems
15. To submit information regarding any mass vaccination clinic(s) to KDHE, using a website to be designated by KDHE, at least 48 hours prior to the opening of any mass vaccination clinic(s). Information to be submitted will include: clinic name, clinic address, date of operation, hours of operation, and target population(s) to be vaccinated. This information will be used to communicate mass vaccination clinic information to Kansans.
16. To complete any local H1N1 capability assessments to KDHE, should they be required by the CDC.
17. To submit Affidavits of Expenditures to KDHE according to the following schedule:

Documents Due to KDHE Preparedness Program	Grant period covered by Report	Due Date	Upon Receipt
Signed contract	N/A	10/30/09	Payment 1 25% of total grant award
Approved Budget	N/A	10/30/09	No Payment
Affidavit of Expenditures	07/01/09 – 01/31/10	02/15/10	Payment 2 Equal to total amount of expenditures in Period 1, not to exceed remaining grant award balance
Affidavit of Expenditures	02/01/10 – 04/30/10	05/15/10	Payment 3 Equal to total amount of expenditures in Period 2, not to exceed remaining grant award balance
Affidavit of Expenditures	05/01/10 – 07/30/10	08/15/10	Payment 4 Equal to total amount of expenditures in Period 3, not to exceed remaining grant award balance

\* Affidavit of Expenditures must show allowable expenditures supporting fulfillment of local agency contractual requirements. Any local health department or region not meeting guidelines specified in the contract will be subject to review.

18. To obtain an audit in accordance with the Federal Single Audit Act of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and to submit one complete copy of the single agency audit report to KDHE within 12 months after the end of the Local Agency's fiscal year.

19. To afford access, upon written request, to the Secretary of Health and Environment, or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with this contract, Kansas Legislative Appropriations, Kansas Statutes, Federal Grant Acts and Regulations and to participate fully in any required evaluation study and/or on-site inspection arranged within normal working hours.
20. The Local Agency will not subcontract any work under the contract without the express, written approval of KDHE prior to entering said subcontracts. The Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this contract shall apply without qualification to each subcontractor of the Local Agency. For the purposes of this contract, the term "Local Agency" shall include all subcontractors hired by the Local Agency.

WITNESSETH THE PARTIES HANDS THE DAY AND YEAR SET FORTH BELOW:

**Kansas Department of Health and Environment**

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Roderick L. Bremby  
Secretary

Date

**Lawrence-Douglas County Health Department**

---

Board Chairman, Local Agency

Date

---

Printed Name and Title

## CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the first day of June, 2006

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.)
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment "

Performance Scorecard

Index	Program	Data Source	Target (Goal)	2009			
				1Q	2Q	3Q	4Q
<b>A. WIC</b>							
1	% of WIC women delivering an infant weighing $\leq$ to 2500 grams	KWIC	$\leq$ 6%	5.2%	7.2%	9.1%	#DIV/0!
2	% of children at high risk for low hemoglobin level	KWIC	$\leq$ 9%	9.1%	7.5%	6.1%	#DIV/0!
3	% of WIC children 2-5 YO who are overweight ( $\geq$ 95% BMI for age)	KWIC	$\leq$ 7%	12.6%	10.2%	9.3%	#DIV/0!
4	% of WIC Infants who breastfed for a minimum of 6 months	KWIC	$\geq$ 30%	30%	40%	31%	#DIV/0!
5	% of Douglas County infants utilizing WIC services	KWIC / KS Vital Stat.	N/A	40.19%	40.75%	40.09%	#DIV/0!
6	\$ Value of WIC checks redeemed in DG Co	KWIC	N/A	\$238,752.00	\$236,423.00	\$881,835.00	\$0.00
<b>B. Project LIVELY</b>							
1	% of services clients connected to	Access	$\geq$ 90%	88%	99%	96%	#DIV/0!
2	% of clients receiving a home visit at a frequency appropriate to their need	Access	$\geq$ 90%	96%	98%	100%	#DIV/0!
3	% of clients contacted within 3 business days of referral	Access	$\geq$ 90%	99%	100%	98%	#DIV/0!
4	% of clients satisfied with Project LIVELY services (once annual)	Access	$\geq$ 95%	NA	95%	NA	NA
5	% of community partners satisfied with Project LIVELY services (once annual)	Access	$\geq$ 95%	NA	97%	NA	NA
<b>C. Clinic Services</b>							
1	% of family planning clients age 15-25 testing positive for Chlamydia	KDHE	$\leq$ 5%	7.0%	5.1%	2.7%	#DIV/0!
2	% of 2-year old clients completing the primary immunization series	CO-CASA	$\geq$ 90%	81%	79%	78%	#DIV/0!
3	% of communicable disease case investigations initiated within 24 hours	Epi Log	100%	98%	99%	99%	#DIV/0!
<b>D. Child Care Licensing</b>							
1	Rate of enforcement action taken in Douglas County (suspensions/fines/revocations) (# per 100)	CLARIS	TBD	0.00	0.00	0.00	#DIV/0!
2	% of complaint investigations initiated within 5 business days	Access	100%	100%	100%	100%	#DIV/0!
3	Rate of reportable accidents (# per 10,000 child care days)	Access	TBD	0.02	0.02	0.04	#DIV/0!
<b>E. Environmental Health</b>							
1	Septic System failure rate (# per 1,000)	FoxPro	$\leq$ 1	0.3	0.4	0.4	#DIV/0!
2	% of well samples testing positive for fecal coliform bacteria	FoxPro	$\leq$ 5%	0.0%	0.0%	6.7%	#DIV/0!
3	% of recreational water facilities closed	FoxPro	$\leq$ 3	2.6	2.0	4.9	#DIV/0!
4	% of food service inspections documenting 5 or more critical violations	Access	$\leq$ 10%	3%	2%	6%	#DIV/0!
5	% of inspection quota met	Access	$\geq$ 90%	114%	104%	110%	#DIV/0!
6	% of environmental complaint investigations initiated by the next business day	Access	$\geq$ 90%	100%	100%	100%	#DIV/0!
<b>F. Emergency Preparedness</b>							
1	Technical Assistance Review (TAR) Score (once annual)	TAR	$\geq$ 65	NA	NA	82	NA
2	% of command staff contacted within 60 minutes of initiation of call down	Training Log	$\geq$ 95%	80%	93%	0%	0%
3	% of all staff contacted within 90 minutes of initiation of call down	Training Log	$\geq$ 80%	85%	91%	0%	0%
4	% of new staff having completed basic ICS training with the first 6 months of employment	Training Log	100%	67%	100%	NA	#DIV/0!
5	% of all staff who have completed all required Incident Command System (ICS) training	Training Log	$\geq$ 90%	74%	93%	100%	#DIV/0!
<b>G. Maternal and Child Health (MCH)</b>							
1	% of enrolled teen mothers with no repeat pregnancy during program enrollment	TPCM Outcome Log	$\geq$ 85%	100%	96%	NA	NA
2	Premature Birth Rate (% of MCH infants born at < 37 weeks gestation)	Perinatal Outcome Report	$\leq$ 7.6%	0.0%	0.0%	10.0%	#DIV/0!
3	Low Birth Weight (% of MCH infants born at < 2500 grams)	Perinatal Outcome Report	$\leq$ 5%	0.0%	0.0%	10.0%	#DIV/0!
<b>H. Administration</b>							
1	% of relevant strategic plan objectives completed by the planned timeframe	Admin. Review	$\geq$ 90%	NA	NA	NA	NA
2	% of programs with total expenditures at or below the YTD budgeted amount	QuickBooks	100%	100%	100%	88%	#DIV/0!
3	% of agency performance measures meeting or exceeding target goal	Access	$\geq$ 90%	45%	59%	64%	#DIV/0!
4	% of press releases resulting in media coverage	Log	$\geq$ 75%	33%	56%	80%	#DIV/0!
5	# of visits to the website	Google Analytics	10% growth per Quarter	593	745	1126	0
6	Average number of pages per website visit	Google Analytics	$\geq$ 2.5	3.0	2.7	2.7	0.0
7	% of computers successfully receiving anti-virus updates	IT Report	100%	100%	100%	100%	#DIV/0!
8	% of computer viruses blocked	IT Report	100%	100%	100%	100%	#DIV/0!