

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Lisa Johnson	Ext: 3485
DEPARTMENT: Administration	
DATE: Wednesday, March 18, 2009	No:

ITEM: Consider the approval of a contract between Franklin County and the Elizabeth Layton Center to provide mental health services in 2009.

Background: Franklin County enters into an annual contract with the Elizabeth Layton Center to provide mental health services to the citizens of Franklin County. The existing contract expired December 31, 2008.

Recommended Action: It is recommended that the commission enter into the contract with the Elizabeth Layton Center to provide services in 2009.

Attachments: Contract

CONTRACT FOR MENTAL HEALTH SERVICES

THIS AGREEMENT, made and entered into to be in effect as of January 1, 2009, by and between **ELIZABETH LAYTON CENTER, INC.**, a non-profit corporation of Ottawa, Franklin County, Kansas (hereinafter called "Center") and the **BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, KANSAS** (hereinafter called "Commissioners").

This Center is engaged, pursuant to its stated corporate purposes in providing, among other such services, all of the mental health or psychiatric services described in K.S.A. 19-4007 and it has presently employed or available to it, sufficient numbers of competent, qualified personnel to provide such services adequate to the needs of the residents of Franklin County.

The Commissioners are the official governing body of Franklin County, Kansas, and, as such, they have determined that it is both necessary and desirable that the residents of Franklin County have available to them all of the mental health or psychiatric services described in K.S.A. 19-4007. The Commissioners have further determined that it is more practical to contract for such services with a non-profit corporation than it is to establish a community mental health center for the residents of Franklin County alone or jointly with the board or boards of county commissioners of another county or other counties for the residents of Franklin County.

The Center and the Commissioners desire to and have agreed to enter into a contract under the terms of which the Center would provide for the residents of Franklin County and the Commissioners would obtain for the residents of Franklin County the mental health or psychiatric services described in K.S.A. 19-4007 and particularly referred to in this agreement, all of the following terms and conditions:

A. THE CENTER AGREES:

1. To provide in Franklin County through competent personnel and to the limits of the Center's capacity, having regard for commitments it may have or may make in contracts entered into with the board or boards of county commissioners of another county or other counties, psychiatric outpatient diagnostic and treatment services, rehabilitation services to individuals returning to the county from an inpatient facility, consultative services to schools, courts, health and welfare agencies, both public and private, and conducting in collaboration with other agencies when practical, in-service training for students entering the psychiatric professions, education, information and research programs and such other and further mental health or psychiatric services as the Center may from time to time provide.
2. To establish a progressively escalating schedule of charges for the services rendered by the Center which shall be applied to and paid by all persons using such services in accordance with their financial ability to pay for the services; provided, however, the Center shall not deny service to any person because of such person's inability to pay therefore.
3. To furnish to the Commissioners, as soon as practicable after the end of each year, a complete financial report showing the amount of fees collected, the amount of tax money received under this contract and any similar contract and any other income and the source or sources of thereof; and showing all disbursements including the amounts thereof and to whom they were paid and showing the amount of all fees or salaries paid to persons employed by the Center; and to furnish to the Commissioners a summary report of the number of cases handled each year.
4. To accept in full payment for such of the foregoing services made available to or used by the residents or agencies of Franklin County, a sum equal to the proceeds of a tax levy of up to two (2) mills to be levied by the Commissioners upon each dollar of assessed value of all the tangible taxable property in Franklin County and to be paid over to the Center from time to time as the same is paid to or collected by the Franklin County Treasurer.

B. THE COMMISSIONERS AGREE:

1. To furnish to the residents of Franklin County the mental health or psychiatric services described in paragraph A.1 above by employing the Center to provide such services for the residents of Franklin County to the extent specified in paragraph A.1 above and in accordance with the other provisions of this contract.
2. To levy upon each dollar of assessed value of all the taxable tangible property in Franklin County as annual tax of up to two (2) mills in accordance with the provisions of K.S.A. 19-4007 and to cause all the proceeds of such levy to be paid over to the Center from time to time as the same is received, in full payment for the services to be made available for or rendered to the residents or agencies of Franklin County.
3. To receive from the Center as soon after the end of each year as the same may be prepared and presented a complete financial report as described in paragraph A.3 above and to review the same along with a summary report of the cases handled or services rendered to persons, schools, courts, health or welfare agencies and other mental health or psychiatric programs or activities conducted in Franklin County.

C. THE CENTER AND THE COMMISSIONERS AGREE:

1. To give to each other the full cooperation required to facilitate the making available or rendering of the mental health or psychiatric services described and to enable the residents of Franklin County and the schools, courts, health and welfare agencies within Franklin County to secure the maximum value from the availability or rendering of such services.
2. This contract for Mental Health Services shall be in full force and effect for a term of one calendar year beginning January 1, 2009 and ending January 1, 2010, and each calendar year thereafter subject to the following terms.

- a. This Contract will be automatically renewed unless there is notice given by one party to the other 60 days prior to the anniversary date said termination may be without cause. Each party may terminate the Contract for cause by giving 60 days written notice and providing the other party 30 days in which to cure any alleged cause or breach of the agreement.
- b. Both parties agree that this Contract is subject to annual appropriations and is subject to the Kansas Cash Basis Laws.

This Contract was made on the _____ day of _____, 2009 to be effective with the first day of January of 2009 and this instrument in writing evidencing the Contract so made is hereby signed this _____ day of _____, 2009 in Ottawa, Franklin County, Kansas.

Elizabeth Layton Center, Inc.

By: _____
 Stan Lantis, President
 Board of Trustees

 Stephen Feinstein, Secretary
 Board of Trustees

BOARD OF COUNTY COMMISSIONERS
 FRANKLIN COUNTY, KANSAS

 Chairman

 Member

 Member

 Member

 Member

ATTEST:

 Shari Perry, County Clerk