

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, KANSAS

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the Kansas Department of Health and Environment (KDHE) relating to the Kansas Violent Death Reporting System to achieve eligibility to receive grant funds.

RESOLUTION NO. 19764, March 12, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Medical Examiner's Office desires a Cooperative Agreement with the Kansas Department of Health and Environment (KDHE) relating the Kansas Violent Death Reporting System to achieve eligibility to receive grant funds; and,

WHEREAS, under the agreement, the County will be reimbursed for providing reports of opioid and violent deaths through June 15, 2018, up to \$480.00; and,

WHEREAS, the attached Cooperative Agreement sets out the rights and obligations of each party participating in the agreement; and,

WHEREAS, execution of the attached Cooperative Agreement with the Kansas Department of Health and Environment is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Kansas, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with the Kansas Department of Health and Environment (KDHE).

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Gay D. Haden
Chief Deputy County Counselor

W. Stephen Nihan
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No.19764 of March 12, 2018, was duly passed on March 12, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

3.12.18
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
CONTRACT TO ACCESS REPORTS FOR THE
KANSAS VIOLENT DEATH REPORTING SYSTEM**

1. Parties to Contract –

- 1.1. Kansas Department of Health and Environment [KDHE]
- 1.2. Jackson County, Missouri Medical Examiner's Office

The Parties agree to the following terms and conditions:

- 2. **Purpose of Contract –** The purpose of this Contract is for KDHE to collect reports from the Jackson County, Missouri Medical Examiner's Office to support the Kansas Violent Death Reporting System (KsVDRS). KsVDRS is a state-based surveillance system that compiles information on violent deaths from multiple sources into a usable, anonymous database. Combining data in a systematic manner provides a more complete picture of when, where and how violent deaths occur. The goal of the data collection is to provide a comprehensive view of violent deaths and inform Kansas prevention and intervention efforts. Success of the program relies heavily upon collaboration and communication with key partners, such as the Jackson County, Missouri Medical Examiner's Office.
- 3. **Term of Contract –** The period of this Contract shall be upon the signed and fully executed document and continuing until June 15, 2018.
- 4. **Duties of Jackson County, Missouri Medical Examiner's Office –**
 - 4.1. Provide copies of Coroner/Medical Examiner reports to KDHE for data abstraction meant for inclusion in the Kansas dataset of the National Violent Death Reporting System by June 15, 2018.
 - 4.1.1. Reports will include cause of death, manner of death, mechanism of death, circumstances of death, and toxicology.
 - 4.1.2. Reports will be provided for the following persons:
 - L.A. DOB 11-24-72 DOD 6-8-16
 - E.A. DOB 4-1-75 DOD 12-6-16
 - T.B. DOB 1-27-97 DOD 4-18-16
 - D.C. DOB 2-15-97 DOD 8-18-16
 - G.C. DOB 5-30-93 DOD 12-30-16
 - E.C. DOB 9-5-95 DOD 11-2-16
 - D.G. DOB 7-16-84 DOD 7-28-16
 - D.H. DOB 2-14-82 DOD 11-1-16
 - R.H. DOB 7-23-73 DOD 7-30-16

Z.H.	DOB 11-26-03	DOD 7-9-16
D.H.	DOB 7-19-90	DOD 6-6-16
A.H.	DOB 1-16-89	DOD 12-29-16
Q.I.	DOB 7-2-63	DOD 11-13-16
J.P.	DOB 2-15-78	DOD 1-6-16
C.S.	DOB 9-10-97	DOD 11-2-16
J.V.	DOB 9-18-98	DOD 5-1-16

4.1.3. Inform KDHE of any reports that the Jackson County, Missouri Medical Examiner's Office does not have or that are not available for release.

5. Duties of KDHE –

5.1. Abstract data from the Coroner/Medical Examiner reports and enter it into the Kansas Violent Death Reporting System.

5.1.1. Data elements to be abstracted by KDHE from the Coroner/Medical Examiner reports include, but is not limited to cause of death, manner of death, mechanism of death, circumstances of death and toxicological analyses.

5.2. Maintain confidentiality of the Coroner/Medical Examiner reports and assure that all information entered into the Kansas Violent Death Reporting System and subsequently the National Violent Death Reporting System is de-identified.

6. Compensation –

6.1. KDHE will make payment in the amount of \$30.00 per full report received for each person in the list above. Payment will be made no later than 30 days after the end of this Contract.

6.2. The Contract amount shall not exceed \$480.00.

7. Miscellaneous Terms and Conditions –

7.1. This Contract is contingent upon the availability of state or federal funds and may be terminated by thirty (30) day advance written notice by KDHE.

7.2. Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Non-Debarment Certification), and Appendix C Budget and Narrative are hereby incorporated in this Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.

7.3. Amendments. This Contract may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Contract.

7.4. Termination. This Contract may be terminated by either Party upon providing written notice to the other party at least thirty (30) days in advance of the effective date of termination. If this Contract is terminated, the Jackson County, Missouri Medical Examiner's

Office will be paid for those fees earned prior to the date of termination. KDHE shall receive all reports prepared prior to the date of termination.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Contract and have executed it as of the date shown below.


Kansas Department of Health and Environment

Jackson County, Missouri Medical Examiner's Office

By:

By:

Jeff Andersen
KDHE Acting Secretary


Diane C. Peterson, M.D.
Chief Medical Examiner

Date

02/26/2018
Date

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

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. 06-12), 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 _____ day of _____, 20_____.

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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in 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 the 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:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.
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 of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the 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 and its agencies 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 and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

INSERT SUMMARY OF PURPOSE OF CONTRACT

KDHE - *INSERT ABBREVIATED NAME*

INSERT MONTH YEAR-YEAR

APPENDIX B
COMPLIANCE WITH THE
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER
PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, encouraging employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandated a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". 41 U.S.C. 4712 has been amended, enacting a permanent extension of the pilot program.

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", as amended, and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at www.sam.gov; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.