

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Extension to the Agreement for Medical Examiner services with the State of Missouri, for compensation payable to Jackson County.

RESOLUTION NO. 19879, June 4, 2018

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Resolution 18602, dated September 15, 2014, the Legislature did authorize an Agreement with the Missouri Department of Social Services for the furnishing of child autopsies and associated services on an as-needed basis by the Jackson County Medical Examiner's Office, for compensation payable to Jackson County; and,

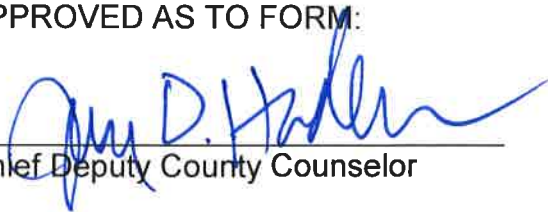
WHEREAS, the Department of Social Services desires to extend this Agreement for an additional twelve-month period; and,

WHEREAS, the attached Renewal and Language Revision Agreement with the State adequately sets out the rights and obligations of each party related to these as-needed medical examiner services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute on behalf of the County the Renewal to the Agreement with the Missouri Department of Social Services for as-needed autopsy services, for compensation payable to the County.

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

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19879 of June 4, 2018, was duly passed on June 4, 2018 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7

Nays 0

Abstaining 0

Absent 2

6-4-18
Date



Mary Jo Spino, Clerk of Legislature



**State of Missouri
Department of Social Services
Contract Amendment**

Contract Description:
Medical Consulting: Autopsy Services
Amendment Description:
Renewal and Language Revision

Contract #: AOC15380111

Amendment # 008

Effective Date: July 1, 2018

Contractor Information:

Contractor Name: County of Jackson Medical Examiner's Office
Mailing Address: 950 East 21st Street
City, State Zip: Kansas City, MO 64108

The above referenced contract between County of Jackson Medical Examiner's Office and the Department of Social Services is hereby amended as follows:

1. The contract is renewed for the period July 1, 2018 through June 30, 2019.
2. The following sections have been revised per Attachment A: 2.4, 2.7, 4.11, 5.1 and 5.9.
3. This amendment shall be effective July 1, 2018. All other terms and conditions shall remain unchanged.

~~~~~  
***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Frank White, Jr., County Executive

\_\_\_\_\_  
County Executive  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM

ASSET:

\_\_\_\_\_  
W. Stephen Nixon

\_\_\_\_\_  
Mary Jo Spino, Clerk of the Legislature

## Attachment A

Section 2.4 is hereby revised as follows:

- 2.4 The contractor shall monitor level of effort percentages for staff allocated to this contract to ensure that a one hundred percent (100%) level of effort is not *exceeded* for all contracts/projects to which each staff person is assigned.

Section 2.7 is revised as follows:

- 2.7 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex285.html>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of a contract.

Section 4.11 is deleted in its entirety and replaced as follows:

### **4.11 Confidentiality:**

- 4.11.1 *All discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential, to the extent required by law.*
- 4.11.2 *The contractor shall release no reports, documentation or material prepared pursuant to the contract to the public without the prior written consent of the Department, unless such disclosure is required by law.*
- 4.11.3 *If required by the Department, the contractor and any required contractor personnel shall sign specific documents regarding confidentiality, security, or other similar documents.*
- 4.11.4 *The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:*
  - a. *Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;*
  - b. *Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;*
  - c. *Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;*
  - d. *Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and*
  - e. *Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.*
- 4.11.5 *In the event any copyrighted material is developed as a result of the contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, and/or authorize other to use, the work/materials for Department and/or State of Missouri purposes.*

Section 5.1 is revised as follows:

- 5.1 The contractor shall provide all autopsy services at a cost of \$2,000.00 per autopsy, which includes costs for X-rays and laboratory test including toxicology reports. No additional travel or transportation charges may be billed to and paid by the Department. No payment will be made for external examinations, partial autopsies, or incomplete toxicologies. The Department shall not be responsible for payment and the contractor must seek payment by the county in which or for which the autopsy is performed under either of the following circumstances: 1) the data entry into the Internet-based National Center for the Review and Prevention of Child Deaths Case Reporting System is not completed within *thirty (30) days of receipt of the completed autopsy report*; or 2) the county Child Fatality Review Program Panel (CFRP panel) has not met with a quorum of multidisciplinary panel members (with at least 4 of the 7 disciplines represented at the meetings). No payments will be made for Missouri child death autopsies done for St. Louis City, St. Louis County and Jackson County for themselves or each other because they have funded medical examiner systems. No payments will be made for any funded medical examiner system, unless the payment is being made for an autopsy performed for another county in Missouri that does not have such a funded medical examiner system.

Section 5.9 is deleted in its entirety and replaced as follows:

- 5.9 *The Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must register in the State's MissouriBUYS website at <https://missouribuyss.mo.gov>.*