

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19318

Sponsor(s): Scott Burnett

Date: November 28, 2016

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: Authorizing the County Executive to execute an addendum for renewal of Agreement for Medical Examiner services with the State of Missouri Department of Corrections, Western Missouri Region, compensation payable to Jackson County.													
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="321 583 1352 842"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; TO:</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION: <input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): \$ Prior Year Actual Amount Spent (if applicable): \$</p>		Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; TO:	\$0.00		TO ACCT
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Res. 13349 Sept. 11, 2000													
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Diane C. Peterson, MD., Chief Medical Examiner (816) 881-6600													
REQUEST SUMMARY	Authorizing the County Executive to execute an addendum for renewal of Agreement for Medical Examiner services with the State of Missouri Department of Corrections, Western Missouri Region.													
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)													
ATTACHMENTS	Contract for Services Agreement AOC15380160													
REVIEW	<table border="1" data-bbox="321 1612 1534 1843"> <tr> <td>Department Director: <i>Diane Peterson MD</i></td> <td>Date: <i>11/08/2016</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td>Date:</td> </tr> <tr> <td>Division Manager: <i>Marilyn Brown</i></td> <td>Date: <i>11/22/16</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: <i>Diane Peterson MD</i>	Date: <i>11/08/2016</i>	Finance (Budget Approval): <i>If applicable</i>	Date:	Division Manager: <i>Marilyn Brown</i>	Date: <i>11/22/16</i>	County Counselor's Office:	Date:				
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County Counselor's Office:	Date:													

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

COPIES

RETURN AMENDMENT NO LATER THAN October 28, 2015 TO:
 Beth Lambert, Procurement Officer II
Beth.Lambert@doc.mo.gov
 (573) 528-8494 (Phone)
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
October 7, 2015	Jackson County Medical Examiner 680 East 24th Street Kansas City, MO 64108	Amendment #001 AOC16380160	Forensic Services for the Western Missouri Region

CONTRACT AOC15308160 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 18 on page 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 8, 2016 through March 7, 2017.

All other terms, conditions and provisions of the previous contract period, including prices, shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Jackson County Medical Examiner's Office
 Mailing Address: 950 East 21st Street
 City, State Zip: Kansas City, MO. 64108
 Telephone: (816) 881-6600
 E-Mail Address: dpeterson@jacksongov.org

APPROVED AS TO FORM

Joseph D. Hallock
 County Counselor

Authorized Signer's Printed Name and Title: Diane C. Peterson, MD., Interim Chief Medical Examiner

Authorized Signature: *Diane Peterson* Date: 10/9/15

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire
 Dave Dormire, Director, Division of Adult Institutions

[Signature]
 Date

**Interagency Service Agreement
Forensic Autopsy Services**

**Between
Missouri Department of Corrections
Division of Adult Institution
2729 Plaza Drive
Jefferson City, MO 65102
And
Jackson County Medical Examiner
660 East 24th Street
Kansas City, MO 64108**

In consideration of the mutual agreements contained herein, the Jackson County Medical Examiner ("Contractor") agrees to provide services for the Missouri Department of Corrections, Division of Adult Institutions ("Department") under the following terms and conditions hereby agreed upon:

1. Effective upon the signature of both parties, the contractor agrees to provide services in accordance with the specifications listed herein. The contractor shall agree that the language of this Interagency Service Agreement shall govern in the event of a conflict with provisions in the Scope of Work (Exhibit A).
2. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Department. The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
3. Each party shall be responsible for any injury or damage occurring as result from its own employees', agents', and representatives' acts or omissions during the performance of duties agreed to herein. By so agreeing, neither party waives any of the protection afforded it as a public body of the State of Missouri. The parties agree to be responsible hereunder only to the extent they would otherwise be liable under the provisions of section 537.600 et seq., RSMo. The parties herein further agree that any subcontractor of the Contractor shall indemnify, save, and hold the Department, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to this agreement.
4. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees, and assignees.
5. The Contractor shall provide all equipment and supplies required for the provision of the services. The Contractor shall provide all necessary and required insurance for the Contractor's employees and equipment of the Contractor unless otherwise indicated herein. The Department shall not be liable in the event of loss and/or shrinkage, and/or damage of any of the Contractor's equipment or supplies. Title to any leased and/or purchased supplies and equipment procured by the Contractor as a result of this agreement shall be held by and vested in the Contractor.

6. This agreement shall not be intended to create any rights, liberties, interests, nor entitlements in favor of any incarcerated offender. The agreement shall be intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any person or entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
7. The Contractor, its employees, and others acting under the Contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, current or hereafter adopted, regarding operations and activities in or about all Department property.
8. The Contractor understands that the Department is prohibited by statute from doing business with any offender committed to or supervised by the Department, or family members of any offenders committed to or supervised by the Department.
9. The Contractor shall maintain appropriate records. The Contractor shall provide to the Department all records and reports deemed necessary, appropriate, and within the customary legal limits. Pertinent records shall be made available to the Department and the Missouri State Auditor for audit.
10. The Contractor shall agree and understand that all information gained as a result of performance under this agreement shall be confidential and that no information, reports, documentation, or material prepared by the Contractor solely pursuant to the provisions of this agreement shall be released to the public without the prior written consent of the Department. The Contractor shall not disclose any identifiable information about any individual encountered during the work performed under this agreement.
 - a. The Contractor shall not use the name, logo or other identifying marks of the Department on any materials produced or issued, without the prior written approval of the Department.
 - b. The Contractor shall understand and agree that the records, files and documentation provided to the Contractor by the Department shall be confidential.
11. The Contractor understands that the State of Missouri is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The Contractor understands and agrees that the act of obtaining a certified encumbrance of funds and that any payment due under the terms of this agreement shall be the sole responsibility of the Department for whom services are being purchased and furnished. The Contractor agrees that the encumbrance document, State of Missouri Purchase Order Form MO 300-1495, shall not constitute nor be construed as an amendment to this agreement.
12. In any instance when an additional source of funding is available to the Contractor, through public and/or private sources, that is intended to offset a portion of the service cost, the total obligation due to the contractor shall be reduced by the amount of the funding received. In such instances, the agreement shall be amended to reflect such change.

13. The Department shall not assume any payment obligations should the agreement be terminated, however, the Contractor shall receive just and equitable compensation for the work completed pursuant to the agreement prior to the effective date of the termination.
14. The contractor must submit an itemized invoice for services provided to the Department by the 10th working day of the month for services provided the following month. The invoice should include the following:
 - Date of Service
 - Offender Name
 - Offender Number
 - Institution

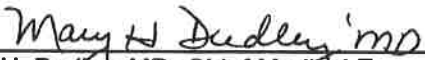
The Contractor shall submit invoices to:

Missouri Department of Corrections
Accounts Payable
PO Box 236
Jefferson City, MO 65102

15. The parties shall agree that any change to this agreement, including those that are necessary as a result of a statute, rule or regulation, or court order adopted after the effective date of this agreement, shall be accomplished by written and signed amendment between the parties.
16. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. This agreement may be renewed for five (5) additional one-year periods. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties.
17. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach of, other whether express or implied, shall not constitute consent to, waiver of or excuse for any other different or subsequent breach.
18. Further, it is agreed upon by the parties that this agreement shall terminate on the part of all parties in any of the following events:
 - a. At 11:59 p.m. on March 7, 2016.
 - b. Upon receipt of written notification from the Department of the failure of the contractor and/or their staff to abide by all Department policies and procedures.

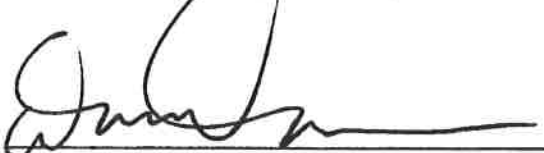
c. Following receipt of thirty (30) days written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:



Mary H. Dudley, MD, Chief Medical Examiner
Jackson County Medical Examiner

1/23/15
Date



Dave Dormire, Director
Division of Adult Institutions
Missouri Department of Corrections

1/31/15
Date



George Lombardi, Director
Missouri Department of Corrections

2/4/15
Date

**Forensic Autopsy Services
EXHIBIT A**

SCOPE OF WORK

AGREEMENT BETWEEN THE JACKSON COUNTY MEDICAL EXAMINER (CONTRACTOR) AND THE MISSOURI DEPARTMENT OF CORRECTIONS (DEPARTMENT)

- 1.1 The Contractor shall provide forensic services on an as needed, if needed, basis at the request and to the sole satisfaction of the Department for all offender deaths (hereinafter referred to as cases), expected or unexpected, from long term chronic disease, suicide, or execution.
- 1.2 The Department makes no guarantee as to the minimum or maximum number of forensic autopsy services required.
- 1.3 During the duration of the agreement, the Contractor must perform autopsy services provided by a physician with a license to practice medicine in the State of Missouri pursuant to Chapter 334 RSMo and who is board certified in pathology.
- 1.4 The Contractor shall provide forensic autopsy services for each case which shall include:
 - a. Consultation.
 - b. Postmortem examination (anatomical necroscopy).
 - c. Macroscopic and microscopic examination of tissues and organs.
 - d. Review for sexual assault.
 - e. Radiographic imaging as deemed necessary by the Contractor, and/or as requested by the Department.
 - f. Toxicological examination as deemed necessary by the Contractor, and/or as requested by the Department.
- 1.5 The Contractor shall permit the Department to have a representative (e.g., investigator, internal affairs officer, or other designee of the Department Director) present during the postmortem examination.
- 1.6 The Contractor shall submit a written report of findings for each case to the Missouri Department of Corrections, Inspector General, 2729 Plaza Drive, PO Box 236, Jefferson City, Missouri 65102 within a reasonable period of time which shall include, but not be limited to, the following information:
 - a. The cause of death.
 - b. Whether or not a crime occurred in connection with the death.
 - c. A review of the quality of care and treatment as it may relate to the death.
 - d. Whether or not there was an indication of sexual assault.
- 1.7 If required by the Department in certain circumstances, the Contractor shall provide a preliminary verbal or written report.
- 1.8 The Contractor shall provide services on the Contractor's premises for multiple institutions within the state, which shall include, but not be limited to the following:
 - a. Chillicothe Correctional Center

- b. Crossroad Correctional Center
- c. Kansas City Community Release Center
- d. Maryville Treatment Center
- e. Western Missouri Correctional Center
- f. Western Reception & Diagnostic Correctional Center

- 1.9 The Contractor shall understand and agree that cases may be referred to another contractor at the sole discretion of the Department.
- 1.10 The Department shall be responsible for the removal, transfer, and transport of the inmate remains for each case from the Department to the Contractor's location once a formal release is obtained from the coroner and/or responsible authority. In instances when an inmate passes away while not located in one of the Department institutions but within the boundaries of the State of Missouri (e.g. hospital, county jail, or in transit between institutions), the Department shall proceed with transfer of the inmate remains to the Contractor's location utilizing transportation services available in that county pursuant to all jurisdictional guidelines governing the location of death. Upon conclusion of the autopsy, the Contractor will release the remains and the Department shall be responsible for the removal, transfer, and transport of the inmate remains to the persons or agency having final responsibility for disposal.
- 1.11 For the services identified herein, the Contractor shall be paid a firm, fixed price of \$1,500.00 per forensic autopsy. All costs associated with providing the forensic autopsy services, including all toxicology, microbiology, and x-ray charges, shall be included in the firm, fixed price.