



**UPDATE**  
**Administration and Human Services**  
**Standing Committee Meeting Agenda**

**Monday, December 14, 2020**  
**Immediately upon adjournment of earlier committee, or**  
**5:00 p.m. if no earlier committee meeting.**

**Location: Remotely**

You are invited to a Zoom webinar.

When: Dec 14, 2020 05:00 PM Central Time (US and Canada)

Topic: PW/S & A/HS Standing Committee Meetings

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86488397349?pwd=MktaM29CYXVtSUJOTmpwT3FLZnNIQT09>

Passcode: 009425

Or iPhone one-tap :

US: +13462487799,,86488397349# or +16699009128,,86488397349#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)

Webinar ID: 864 8839 7349

International numbers available: <https://us02web.zoom.us/j/86488397349>

Name

Absent

Commissioner Angela Markley, Chair

☐

Commissioner Melissa Bynum

☐

Commissioner Christian Ramirez

☐

Commissioner Mike Kane

☐

Commissioner Jane Philbrook

☐

**I. Call to Order/Roll Call**

**II. Revisions to December 14, 2020 Agenda**

**New Item No. 2 – 20574...** Appearance of Vicki Freeman in regards to being against the 10 p.m. closing time for bars and restaurants due to COVID-19.

**III. Standing Committee Minutes (No minutes available)**

**IV. Committee Agenda**

**Item No. 1 - GRANT/AGREEMENT: RADX-UP**

**Synopsis:** An agreement with KUMCRI (University of Kansas Medical Center Research Institute, Inc.) entitled RADx-UP related to COVID testing, submitted by Juliann VanLiew, Director of Public Health. The grant amount is \$187,877 with no match required.

**Tracking #: 20524**

**Item No. 2 - RESOLUTION/AGREEMENT: DISTRICT CORONER**

**Synopsis:** A resolution appointing Dr. Altaf Hossain as District Coroner for the 29th Judicial District of the State of Kansas and approving an agreement for him to provide district coroner services, submitted by Chase Cook, Assistant Counsel.

*It is requested that this item be fast tracked to the December 17, 2020 full commission meeting.*

**Tracking #: 20572**

**Item No. 3 - UPDATE: CARES ACT FUNDING**

**Synopsis:** Update on the CARES Act funding, submitted by Crystal Sprague, CARES Act Team Leader.

*For information only.*

**Tracking #: 20455**

**V. Public Agenda**

**Item No. 1 - APPEARANCE: KIMBERLY POND**

**Synopsis:** Appearance of Kimberly Pond requesting the 10:00 p.m. bar closing rule be changed to midnight.

**Tracking #: 20573**

**VI. Adjourn**

**AGENDA UPDATE  
ADMINISTRATION & HUMAN SERVICES  
STANDING COMMITTEE MEETING  
MONDAY, DECEMBER 14, 2020**

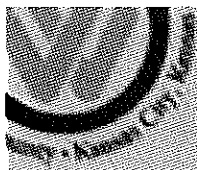
**V. PUBLIC AGENDA**

**ADD ITEM**

**Item No. 2 - APPEARANCE: VICKI FREEMAN**

**Synopsis:** Appearance of Vicki Freeman in regards to being against the 10 p.m. closing time for bars and restaurants due to COVID-19.

**Tracking #: 20574**



Bridgette D. Cobbins  
Unified Government Clerk

Suite 323  
City, Kansas 66101-3070

Phone: 913-573-5266  
Fax: 913-573-5299  
E-mail: [bcobbins@wvsnkck.org](mailto:bcobbins@wvsnkck.org)  
<http://www.wvsnkck.org>

## **REQUEST TO APPEAR FORM**

Requestor will be given 5 minutes to speak to committee

Standing Committee: Public works or Administration

Name: Vicki Freeman  
First Last

Address: [REDACTED]  
Street  
[REDACTED]  
City State Zip

Phone Number: [REDACTED]

E-mail address: [REDACTED]

### **Brief description of topic to be discussed:**

I am against the 10pm closing time  
for bars and restaurants related to  
COVID-19

Vernon Freeman  
Signature



# Staff Request for Commission Action

Tracking No. 20524

**Full Commission Meeting Date:** 1/7/21

**Committee:** Administration & Human Services

Date of Standing Committee Action: 12/14/20

(If none, please explain):

**Publication Required:** No

| <u>Date:</u> | <u>Contact Name:</u> | <u>Contact Phone:</u> | <u>Contact Email:</u> | <u>Department/Division:</u> |
|--------------|----------------------|-----------------------|-----------------------|-----------------------------|
| 11/17/2020   | Juliann VanLiew      | x6707                 | jvanliew@wycokck.org  | Health Department           |

Item Description:

Agreement between the KUMCRI (University of Kansas Medical Center Research Institute, Inc.) and Unified Government Public Health Department. This service agreement entitled "RADx-UP: Improving the Response of Local Urban and Rural Communities to Disparities in Covid-19 Testing". Wyandotte County's local health department (LHD) will assist KUMC investigators in conducting local needs assessments related to COVID testing and will implement a package of interventions to improve COVID testing and follow-up in their community under the direction of the KUMC research team.

The total grant amount is \$187,877 and no match required.

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

AWD-0001969\_WyCo Health\_ue

## SERVICE AGREEMENT

This AGREEMENT is entered into this 12th of October 2020 by and between the **University of Kansas Medical Center Research Institute, Inc.**, 3901 Rainbow Boulevard, Mail Stop 1039, Kansas City, KS 66160 (hereinafter referred to as "KUMCRI") and **Wyandotte County Unified Government** (hereinafter referred to as "PROVIDER")

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to KUMCRI and to PROVIDER and will further instructional and research project objectives of KUMCRI in a manner consistent with its status as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, the parties hereto agree as follows:

1. STATEMENT OF WORK. KUMCRI agrees to have PROVIDER undertake a service agreement entitled **"RADx-UP: Improving the Response of Local Urban and Rural Communities to Disparities in Covid-19 Testing"** in accordance with the scope of work described in Exhibit A hereof. PROVIDER agrees to use reasonable effort to perform the requested work for the project as described in Exhibit A.
2. PROJECT DIRECTOR. The Project will be directed by **Juliann Van Liew**. If, for any reason, s/he is unable to continue to serve as project director and a mutually acceptable successor is not available, KUMCRI and/or PROVIDER shall have the option to terminate said program in accordance with Clause 14 - TERMINATION.
3. PERIOD OF PERFORMANCE. The services shall be conducted during the period of **September 25, 2020 and June 30, 2021** and will be subject to renewal only by mutual agreement of the parties.
4. PROJECT COSTS AND PAYMENT. In consideration of the foregoing, KUMCRI agrees to reimburse the PROVIDER for expenses incident to this project in accordance with Exhibit B attached and incorporated herein. KUMCRI is not liable for any cost in excess of the amount specified herein without written authorization from KUMCRI. KUMCRI shall make payment for allowable, approved expenses upon receipt of itemized invoice from the PROVIDER.
5. ACCESS TO DOCUMENTATION. For the purpose of making audits and examinations, the KUMCRI or any other duly authorized representatives will have access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this work, as agreed to by PROVIDER. PROVIDER shall maintain all required records for up to seven (7) years after the KUMCRI makes final payments and all pending matters are resolved.
6. FACILITIES. PROVIDER will provide the utilities and office, and field space needed for the project.
7. EQUIPMENT/PROPERTY. All equipment detailed in the project budget, if applicable and purchased or manufactured from this fund shall be the property of KUMCRI.
8. PUBLICITY. KUMCRI will not use the name of PROVIDER, nor of any member of PROVIDER staff, in any publicity, promotion, advertising, or news release without the prior written approval of an authorized representative of PROVIDER. PROVIDER will not use the name of KUMCRI, nor any employee of KUMCRI, in any publicity, promotion, advertising, or news release without the prior written approval of KUMCRI.
9. INSURANCE/LIABILITY. PROVIDER represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their

employment by PROVIDER. PROVIDER has no liability insurance policy as such that can extend protection to any other person. KUMCRI agrees that PROVIDER shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of KUMCRI, its officers, employees, agents and volunteers. PROVIDER agrees that KUMCRI shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of PROVIDER, its officers, employees, agents and volunteers. Claims against the University of Kansas Medical Center Research Institute, Inc. may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*

10. ASSIGNMENT. Neither party shall assign this Agreement to another without the prior written consent of the other party. Any other purported assignment shall be void.
11. INDEPENDENT CONTRACTOR. In the performance of all services under this Agreement:
  - a) Each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party;
  - b) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.
12. MODIFICATION. Any agreement to change the terms of this Agreement in any way shall be valid when the change is made in writing and approved by authorized representatives of the parties hereto.
13. NOTICES shall be in writing and deemed effective when sent, postage prepaid to the KUMC and Vendor Contacts listed in Attachment C of this agreement.
14. TERMINATION. Performance under this Agreement may be terminated by KUMCRI upon a thirty-day advance, written notice. In the event of early termination of this Agreement by KUMCRI, KUMCRI shall pay all costs accrued by PROVIDER as of the date of the notice of termination, including non-cancelable obligations, which shall include all non-cancelable contracts called for in Exhibit A. In addition, KUMCRI will pay all other reasonable costs incurred by the PROVIDER during the time period between the notification date and the termination date, which are necessary to terminate the project. Reimbursement for incurred costs and obligations will not exceed the total estimated project cost as shown in Clause 4.

Performance may be terminated by PROVIDER upon a thirty-day advance, written notice if circumstances beyond its control preclude continuation of the project. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending a notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of the notice.

15. In connection with the PROJECT, the Parties may collect individually identifiable health information ("Protected Health Information" as defined in 45 C.F.R. §164.501, hereinafter "PHI"), which is or may be subject to the requirements of 42 U.S.C. 1171 *et seq.* and regulations promulgated thereunder ("HIPAA"), which govern the use, disclosure, confidentiality and security of such PHI. If applicable, the parties will not transmit, handle, store, maintain, destroy or otherwise use the PHI or disclose it to a third party without prior written consent, or as

required by law. The Parties will make commercially reasonable efforts to protect the PHI from loss, misuse and unauthorized access, disclosure, alteration and destruction. The Parties may use the PHI, consistent with the purposes set forth in a HIPAA Authorization signed by the patient or as the patient may subsequently authorize. If the PHI is de-identified in accordance with the standards set forth at 45 C.F.R. §164.514, the Parties may use and disclose the de-identified information without restriction.

16. The Parties agree to comply with the provisions of all applicable State and Federal regulations. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the Parties. If any provision of this Agreement is held void or unenforceable, the remaining provisions nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.
17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNIVERSITY OF KANSAS MEDICAL CENTER  
RESEARCH INSTITUTE, INC. ("KUMCRI");

WYANDOTTE COUNTY UNIFIED  
GOVERNMENT  
("PROVIDER")

\_\_\_\_\_  
By: Mario Medina, PhD  
Director, Office of Sponsored Programs  
Administration

\_\_\_\_\_  
By: Douglas G. Bach

Title: County Administrator

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT A - SCOPE OF WORK**

Wyandotte County's local health department (LHD) will assist KUMC investigators in conducting local needs assessments related to Covid testing and will implement a package of interventions to improve Covid testing and follow-up in their community under the direction of the KUMC research team. Intervention efforts will include such activities as 'pop-up testing' events, use of media and other communication strategies to improve access to testing, provision of support services to individuals that might be adversely affected by testing, and working with employers to enhance testing and reduce adverse consequences of testing. The Wyandotte County LHD will have flexibility in adapting these interventions to the needs of their local community. They will need to get authorization from KUMC for intervention expenditures from KUMC prior to conducting interventions and submit regular invoices to KUMC for reimbursement of expenditures related to carrying out these interventions. The Wyandotte County LHD will need to identify local partners to assist them in the implementation of their interventions to address Covid testing. To inform their local efforts, the Wyandotte County LHD will need to convene a local Health Equity Action Team that is representative of the communities adversely affected by Covid and in need of additional screening services. The Wyandotte County LHD will participate in a Kansas Covid Testing Collaborative and report on barriers and successes related to implementing their interventions. To enable them to carry out these activities, the Wyandotte County LHD will need to appoint a Project Manager who will lead daily operations management, coordinate with the Local Health Equity Action Team and direct the efforts of Community Health Worker/s at the Wyandotte County LHD. The Project Manager will work closely with KUMC on all administrative functions related to carrying out the statement of work for this contract. These activities will include scheduling of outreach activities, coordination of supplies and materials for outreach and communications with community partners.

| PI & Project: Mario Castro, MD, PhD (PI); Broderick Crawford (PI); K.A. Geiner, MD, MPH (PI); Ed Ellerbeck, MD, MPH (PI) |                         |             |           |       |        |          |      |       | Project Total |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|-----------|-------|--------|----------|------|-------|---------------|
| COMPLETE PERSONNEL DATA ENTRY (TAB 2) TO AUTO-POPULATE PERSONNEL BELOW                                                   |                         |             |           |       |        |          |      |       |               |
| Item                                                                                                                     | Title                   | Base Salary | Year 1    | CYM   | Pct    | Year 2   | CYM  | Pct   |               |
| Personnel                                                                                                                |                         |             |           |       |        |          |      |       |               |
| TBD                                                                                                                      | Project Manager         | \$47,000    | \$47,000  | 12.00 | 100.0% | \$24,205 | 6.00 | 50.0% |               |
| + Fringe                                                                                                                 | 30.00%                  |             | \$14,100  |       |        | \$7,262  |      |       |               |
| TBD                                                                                                                      | Community Health Worker | \$35,000    | \$35,000  | 12.00 | 100.0% | \$6,008  | 2.00 | 16.7% |               |
| + Fringe                                                                                                                 | 30.00%                  |             | \$10,500  |       |        | \$1,802  |      |       |               |
| Salary Subtotal                                                                                                          |                         |             | \$82,000  |       |        | \$30,213 |      |       |               |
| Fringe Subtotal                                                                                                          |                         |             | \$24,600  |       |        | \$9,064  |      |       |               |
| Total Personnel                                                                                                          |                         |             | \$106,600 |       |        | \$39,277 |      |       |               |
| COLLABORATORS+CONSULTANTS (3% COLA incl.)                                                                                |                         |             |           |       |        |          |      |       |               |
| Consultants (Local Health Equity Action Team -8 members)                                                                 |                         |             | \$20,800  |       |        | \$6,950  |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
| Total Collaborator and Consultant Costs                                                                                  |                         |             | \$20,800  |       |        | \$6,950  |      |       |               |
| TRAVEL (3% COLA incl.)                                                                                                   |                         |             |           |       |        |          |      |       |               |
| Local community travel                                                                                                   |                         |             | \$500     |       |        | \$250    |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
| Total Travel Costs                                                                                                       |                         |             | \$500     |       |        | \$250    |      |       |               |
| OTHER EXPENSES (i.e., publications, report costs, equipment rentals, etc.) (3% COLA incl.)                               |                         |             |           |       |        |          |      |       |               |
| Upfront costs for testing                                                                                                |                         |             | \$9,000   |       |        | \$0      |      |       |               |
| Communication for promoting testing                                                                                      |                         |             | \$2,000   |       |        | \$0      |      |       |               |
| Workplace training and engagement                                                                                        |                         |             | \$2,500   |       |        | \$0      |      |       |               |
|                                                                                                                          |                         |             | \$0       |       |        | \$0      |      |       |               |
| Total Other Expenses                                                                                                     |                         |             | \$13,500  |       |        | \$0      |      |       |               |
| Total Direct Costs                                                                                                       |                         |             | \$141,400 |       |        | \$46,477 |      |       |               |

## EXHIBIT B

Entity Name:

Legal Address:

Website:

**KUMC Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?      Yes      No      Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

**PI Address:**

**Administrative Address:**

**Invoice Address:**

## Vendor Contacts

Contract Number:

**Vendor Name**

**Vendor Address**

---

Project Manager Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

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**Legal Address:**

**Administrative Address:**

**Payment Address:**



# Staff Request for Commission Action

Tracking No. 20572

**Full Commission Meeting Date:**

**Committee:** Administration & Human Services

Date of Standing Committee Action:

(If none, please explain):

**Publication Required:** No

|                           |                                    |                       |                                            |                                      |
|---------------------------|------------------------------------|-----------------------|--------------------------------------------|--------------------------------------|
| <u>Date:</u><br>12/3/2020 | <u>Contact Name:</u><br>Chase Cook | <u>Contact Phone:</u> | <u>Contact Email:</u><br>ccook@wycokck.org | <u>Department/Division:</u><br>Legal |
|---------------------------|------------------------------------|-----------------------|--------------------------------------------|--------------------------------------|

Item Description:

A resolution and agreement for the District Coroner.

Action Requested:

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Resolution for Appointment of District Coroner Hossain 12.3.20, District Coroner Hossain Agreement 12.3.20

(Published \_\_\_\_\_)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPOINTING DR. ALTAF HOSSAIN AS DISTRICT CORONER FOR  
THE 29<sup>th</sup> JUDICIAL DISTRICT OF THE STATE OF KANSAS**

**WHEREAS**, the Office of District Coroner is currently unfilled; and

**WHEREAS**, Dr. Altaf Hossain is the appointed special Deputy Coroner for the Unified Government of Wyandotte County, Kansas; and

**WHEREAS**, in accordance with K.S.A. 22a-226, vacancies in the Office of District Coroner shall be filled by appointments by the county commissioners and appointments shall be for the remainder of the regular term and shall be effective from the date the coroner is appointed and is otherwise qualified for the office; and

**WHEREAS**, Dr. Altaf Hossain is a resident of the State of Kansas and is licensed to practice medicine and surgery by the state board of healing arts and is otherwise qualified to discharge the duties of District Coroner.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF  
THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY  
KANSAS, AS FOLLOWS:**

**Section 1. Appointment.** Pursuant to K.S.A. 22a-226, Dr. Altaf Hossain is hereby appointed District Coroner for the 29<sup>th</sup> Judicial District of the State of Kansas.

**Section 2. Oath or affirmation.** Upon taking the oath of office Dr. Altaf Hossain shall be vested with all of the powers and duties of the office of District Coroner.

**Section 3. Authorization and Approval of Unified Government Documents.** The Agreement regarding District Coroner Services is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator's execution of the Agreement being conclusive evidence of such approval.

The County Administrator is hereby authorized to execute the Agreement on behalf of the Unified Government.

**Section 4. Further Authority.** The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with

and perform the duties of the Unified Government with respect to the Appointment and Agreement.

**Section 5. Effective Date.** This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

**THIS RESOLUTION IS ADOPTED** by the Governing Body of the Unified Government of Wyandotte County/Kansas City, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS

By: \_\_\_\_\_  
David Alvey, Mayor/CEO

ATTEST

\_\_\_\_\_  
Unified Government Clerk

## **AGREEMENT FOR DISTRICT CORONER SERVICES**

Therefore, Unified Government of Wyandotte County, Kansas City, Kansas (hereinafter "Unified Government") and Dr. Altaf Hossain, a resident of the State of Kansas (hereinafter "Contractor"), enter into this Agreement for the provision of certain services to the Unified Government, pursuant to the following terms and conditions:

### **SECTION I – PURPOSE; SCOPE OF SERVICES**

- A. Services. The Unified Government hereby contracts with Contractor to provide, and Contractor hereby agrees to provide, district coroner services in the Twenty-Ninth Judicial District of Kansas, pursuant to K.S.A. 22a-226. Contractor will provide the scope of services referenced in Exhibit A. Contractor will work with the Unified Government's current Administrative Coordinator for the District Coroner.
- B. Performance. Contractor agrees to provide the above-described Services in a professional, timely and efficient manner consistent with the prevailing professional standard for said Services and in accordance with, and subject to the terms and conditions of this Agreement. Contractor retains the sole and exclusive right to control and direct the manner and means by which said Services are to be performed.
- C. Legal Compliance; Nondiscrimination.
  - 1. Contractor agrees to comply with all federal, state and local constitutions, statutes, rules and regulations (collectively, "Laws") in the performance of the Services.
  - 2. Contractor agrees that Contractor will not discriminate against or harass any person on the basis of race, color, national origin, sex, religion, age, disability, genetic information, military service, veteran status, sexual orientation, gender identity or any characteristic or status protected by federal or state anti-discrimination Laws, in the provision of Services hereunder.
- D. Nonexclusive. During the term of this Agreement, Contractor is free to provide similar Services to persons or entities other than the Unified Government, Provided, that Contractor may not perform services for any other person or entity which may be in conflict with the interests of the Unified Government. The Unified Government is free to contract with and hire other individuals and entities to provide the Services.

### **SECTION II – TERM**

Pursuant to K.S.A. 22a-226, the parties hereby agree that this agreement shall commence on January 14<sup>th</sup>, 2019 and shall extend until January 9<sup>th</sup>, 2023.

### **SECTION III – COMPENSATION**

In consideration for the Services rendered by Contractor under this Agreement, Unified Government shall pursuant to K.S.A 22a-227 pay the District Coroner \$27,324.80 annually.

### **SECTION IV – INDEPENDENT CONTRACTOR STATUS**

- A. **Independent Contractor.** Contractor and the Unified Government agree that Contractor is an independent contractor under the terms of this Agreement and that Contractor shall be solely responsible for the manner and method in which the provision of the Services are provided. Nothing in this Agreement shall be construed to create any relationship between the parties other than that of independent parties contracting with one another solely for the purpose of carrying out the terms of this Agreement.
- B. **No Entitlement to Benefits.** Contractor shall not be deemed an employee of the Unified Government for any purpose and shall not be entitled to any of the benefits that the Unified Government offers to its employees including, without limitation, unemployment insurance, workers compensation, health insurance, retirement benefits or paid leave of any sort.

### **SECTION V – ASSIGNMENT**

This Agreement may not be assigned by Contractor without the express written consent of the Unified Government. Any assignment shall not relieve Contractor of Contractor's independent obligation to provide the Services and to be bound by the requirements of this Agreement. This Agreement shall not inure to the benefit of heirs, successors or representatives of Contractor without the prior written approval of the Unified Government.

### **SECTION VI – FUNDING**

This Agreement, and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto (the "Act"). By virtue of this Act, the Unified Government is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the Unified Government's then current budget year or from funds made available from any lawfully operated revenue producing source.

### **SECTION VII – MISCELLANEOUS PROVISIONS**

- A. Contractor must provide Federal Tax or Social Security Number on required Form W-9 upon request by Unified Government.
- B. Contractor understands that he or she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided and that an IRS Form 1099 will be filed by the County for all payments made to Contractor.
- C. Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

- D. The Unified Government shall not hold harmless or indemnify Contractor for any liability whatsoever.
- E. Contractor will provide reasonable proof of insurance coverage for professional malpractice upon request by Unified Government.
- F. Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion

#### **SECTION VIII – INTERPRETATION & ENFORCEMENT**

- A. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- B. Governing Law/Jurisdiction. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas exclusive of conflicts of law rules. In the event the parties are unable to resolve any claim or controversy arising out of or relating to this Agreement, the parties agree that exclusive jurisdiction and venue over such matters shall be in the District Court of Wyandotte County, Kansas.
- C. Authority to Execute. Each of the undersigned persons represents and warrants that he or she is authorized to execute this Agreement on behalf of the respective party, and that he or she has the authority to bind such party to the provisions of this Agreement.
- D. Counterparts. This Agreement may be executed in multiple counterparts (whether by electronically transmitted signature or otherwise), each of which, when so executed, shall constitute an original and all of which together shall constitute one and the same instrument.
- E. Entire Agreement. This Agreement represents the entire agreement between the Unified Government and Contractor and supersedes all prior agreements, understandings and promises, whether oral or written, between the parties pertaining to, or in connection with, the Services to be performed hereunder. No other agreement, statement or promise not contained in this Agreement shall be valid or binding. Except as otherwise provided herein, this Agreement may be modified only by a written addendum signed by both Contractor and a duly authorized representative of the Unified Government.
- F. Effective Date. This Agreement shall be effective commencing December, \_\_\_\_ 2020. Contractor will serve at the pleasure and sole discretion of the County Administrator.
- G. Kansas Tort Claims Act. Nothing in this Agreement is intended to waive any argument that Contractor is a person acting on behalf or in service of a governmental entity in an official capacity for purposes of the Kansas Tort Claims Act, to wit: K.S.A. 75-6101, et seq.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative on the dates herein subscribed.

**Unified Government of Wyandotte County/  
Kansas City, Kansas**

\_\_\_\_\_  
Douglas G. Bach  
County Administrator

\_\_\_\_\_  
Date

**CONTRACTOR**

*Altat Hossain*  
\_\_\_\_\_  
Dr. Altat Hossain

*12/2/2020*  
\_\_\_\_\_  
Date

## **EXHIBIT A**

### **REQUIRED SCOPE OF SERVICES: DISTRICT CORONER**

The District Coroner shall provide the scope of services described in Article 2 of K.S.A. Chapter 22a and any related Kansas law, and will be required upon appointment to take and subscribe an oath and affirmation that such coroner will faithfully, impartially and to the best of his skill and ability discharge the duties of district coroner. The district coroner shall be a resident of the state of Kansas licensed to practice medicine and surgery by the state board of healing arts.

The purpose of this Notice of Need is to obtain proposals from bona fide, qualified Proposers who are interested in providing the required services as requested by the UG.

Coroner must be notified to investigate the circumstances concerning deaths to determine the identification of the deceased, cause and manner of death, and whether an autopsy should be conducted. Deaths that require Coroner's investigation are sudden or unexpected, medically unattended, suspicious or violent deaths. The Coroner is also empowered to conduct an inquest and subpoena witnesses in deaths that may have resulted from criminal action or a negligent act. Specifically, the Coroner is called to investigate:

- Death of unknown cause
- Death occurring under suspicious circumstances, including alcohol, drugs, etc.
- Unidentified or unclaimed body
- Death due to known/suspected contagious disease/constitutes a public hazard
- Operative and peri-operative deaths
- Death occurring in prison or while in custody of the police
- Death of persons to be cremated or buried at sea
- Sudden infant death syndrome and stillbirths

The Coroner or his / her designee responds to death scenes, interacts with law enforcement personnel, identifies the decedent, notifies and assists family, schedules autopsies when necessary, follows up with physicians, prepares death certificate information, prepares Coroner's reports and conducts Coroner inquests when necessary.

The Coroner must perform the following duties

- Provide preliminary anatomical diagnosis within 24 hours to help facilitate the police department follow-up
- Provide final reports to the police department within a reasonable time
- Perform and complete autopsies within a reasonable time according to Kansas State Law
- Respond to all homicide scenes
- Be able to sufficiently testify in court when subpoenaed
- Perform Homicide autopsies one at a time to allow Crime Scene Investigators to properly capture photographs and evidence as needed
- Provide a safe and clean area for Police Department staff to be present during autopsies
- Ensure that all proper testing and documenting (including but limited to presumptive toxicology, trajectory rods, x-rays, sexual assault kits) are completed and in consultation with the Police Department investigators

- Will take direction from the Unified Government Public Health Department (UGPHD) and the Wyandotte County Health Officer and will conduct COVID-19 and other communicable disease testing when determined appropriate by the Coroner or requested by the UGPHD
- Participate in Youth Fatality Review Board
- Serve on the Fetal Infant Mortality Review or send a representative
- Pursuant to Kansas State Statute Section 65-2412, coroner will utilize appropriate codes and reporting for all sleeping deaths
- Coordinate with Unified Government staff to meet all statutory reporting requirements
- Comply with all Kansas State Statutes



# Staff Request for Commission Action

Tracking No. 20455

**Full Commission Meeting Date:** NA

**Committee:** Administration & Human Services

Date of Standing Committee Action: 12/14/20

(If none, please explain):

**Publication Required:** No

|                           |                                         |                                |                                               |                                        |
|---------------------------|-----------------------------------------|--------------------------------|-----------------------------------------------|----------------------------------------|
| <u>Date:</u><br>12/2/2020 | <u>Contact Name:</u><br>Crystal Sprague | <u>Contact Phone:</u><br>x2787 | <u>Contact Email:</u><br>csprague@wycokck.org | <u>Department/Division:</u><br>Finance |
|---------------------------|-----------------------------------------|--------------------------------|-----------------------------------------------|----------------------------------------|

Item Description:

Update on the CARES ACT funding.

Action Requested:

For information only

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:



# Unified Government Clerk's Office

Bridgette D. Cobbins  
Unified Government Clerk

701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3070

Phone: 913-573-5260  
Fax: 913-573-5299  
<http://www.wycokck.org>

November 20, 2020

Kimberly Pond  
Email:

Ms. Pond:

Your request to appear before a standing committee to change the 10:00 bar closing rule to midnight has been approved for the following standing committee.

**COMMITTEE:** Administration and Human Services Standing Committee

**DATE:** Monday, December 14, 2020

**TIME:** immediately following the 5:00 p.m. meeting

**LOCATION:** Remotely via Zoom or by phone (Information will be emailed Dec. 3<sup>rd</sup>)

You will be given up to five minutes to make your comments. All comments must pertain to the subject matter.

If you have any questions, do not hesitate to contact me at 573-5263.

Sincerely,

Carol Godsil  
Deputy UG Clerk

**Godsil, Carol**

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**From:** Kim  
**Sent:** Wednesday, November 18, 2020 2:19 PM  
**To:** Clerk West  
**Subject:** Meeting Agenda Item

I am a WyCo Bar owner and would like to discuss changing the 10:00 closing rule to midnight. Thank you for your time.

Kimberly Pond