

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS **Friday, August 28, 2020 10:00 AM**

I. Meeting called to order

- a. Pledge of Allegiance

II. Business from a previous meeting

a. Approval of consent agenda

- i. Consent agenda additions or deletions

1. Approval of the **August 25, 2020** minutes of the Board of County Commissioners, and
2. Authorizing the Chairman to sign the previous week's vouchers.

b. Signing of motions from the previous meeting

Motion 20	347	That the consent agenda be approved including: Approval of the August 21, 2020 minutes
Motion 20	348	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship to discuss landfill negotiations and to include the Board of County Commissioners, County Counselor Jim Emerson and Attorney Mr. Pete Peterson via phone call and to reconvene by 10:45 AM
Motion 20	349	To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss IT updates under Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson, IT Director Mr. Jim Vinze and IT Specialist Mr. Brandon Spaur and to reconvene by 10:55 AM
Motion 20	350	to recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss the Health Department under Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 11:06 AM

III. New Business

- a. Proclamations and orders of the Board
- b. **Messages from the Crawford County Local Board of Health**
 - i. County Health Officials addressing COVID-19.
- c. **Scheduled public hearings and opening of announced bid**
 - i. Public Hearing on Crawford County 2021 Budget.

Board of Crawford County Commissioners

- d. Messages from the public
 - e. Messages from appointed officials
 - f. **Messages from other governmental entities**
 - i. Ms. Brittan Brenner, City of Pittsburg Community Development Specialist discussing the 2020 Census.
 - g. Messages from elected officials
 - h. **New Business**
 - i. Mr. Pyle, County Clerk
 - ii. **Mr. Emerson, County Counselor**
 - 1. Presenting Physician Consultant Services Contract.
 - iii. Chairman Blair, Commissioner
 - iv. Mr. Moody, Commissioner
 - v. Mr. Johnson, Commissioner
- IV. Old Business**
- a. **Old Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Blair, Commissioner
 - iv. Mr. Moody, Commissioner
 - v. Mr. Johnson, Commissioner
- V. Future Business and Announcements**
- a. **Future Business**
 - i. **September 1, 2020 – 10:00 AM** Public Hearing on Crawford County Fire District #1, #2, #3 & #4 2021 Budgets.
 - b. **Announcements**
 - i. The Courthouse in Girard is open to the public from 8:00 AM to 4:00 PM starting June 1, 2020, until further notice. The Motor Vehicle office at the Judicial Center in Pittsburg will remain closed but residents may use the drop box at the Security Desk at the Judicial Center for motor vehicle and tax payments to be processed at the courthouse.

VI. Motion for adjournment

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.



Physician Consultant Services Contract

This Physician Consultant Services Contract (“CONTRACT”) is entered into as of June 20, 2020 (“Effective Date”),

BY AND BETWEEN Community Health Center of Southeast Kansas, Inc.
(hereinafter referred to as “CHC/SEK”)

AND County Commission of Crawford County, Kansas,
on behalf of Crawford County, Kansas
(hereinafter referred to as “ESTABLISHMENT”)

WHEREAS, CHC/SEK is a Kansas not-for-profit corporation, federally qualified health ESTABLISHMENT (“FQHC”), and recognized 501(c)(3) public charity that operates health clinics throughout Southeast Kansas, Northeast Oklahoma, and surrounding communities;

WHEREAS, CHC/SEK provides numerous healthcare services, including medical, dental, behavioral health, and pharmacy services, regardless of ability to pay; and

WHEREAS, ESTABLISHMENT is a county government, located and organized in the State of Kansas; and

WHEREAS, ESTABLISHMENT, pursuant to K.S.A. § 65-201 *et seq.*, has a statutory obligation to operate a county board of health (“County Health Department” or “CHD”); and

WHEREAS, outside of CHC/SEK’s health clinics, CHC/SEK provides healthcare services, and associated administrative services, in coordination with a variety of organizations, but not limited to, healthcare facilities/organizations (e.g. nursing homes, hospitals) and educational institutions (e.g. school districts, universities) (“Physician Consultant Services”); and

WHEREAS, ESTABLISHMENT, through this CHD, needs a qualified professional to serve as a Deputy Local Health Officer for CHD; and

WHEREAS, ESTABLISHMENT wishes to make arrangements for CHC/SEK to help furnish and make available a CHC/SEK employed licensed medical doctor to serve as a Deputy Local Health Officer and other associated services, as contemplated by this CONTRACT; and

NOW, THEREFORE, in consideration of the mutual interest described above, the parties agree to work together in the following manner.

ARTICLE 1. REGULATORY MATTERS.

Section 1(A). Stark / Anti-Kickback Laws. At all times, ESTABLISHMENT and CHC/SEK enter into this CONTRACT with the intent of conducting their relationship and implementing the provisions contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the “**Anti-Kickback Law**”) and Section 1877 of the Social Security Act (the “**Stark Law**”), as amended.

Notwithstanding any unanticipated effect of any of the provisions of this CONTRACT, neither party will intentionally conduct itself under the terms of this CONTRACT in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, the parties expressly agree that nothing contained in this CONTRACT shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this CONTRACT, then the parties agree to negotiate in good faith for a period of Ninety (90) days to modify the terms of this CONTRACT to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this CONTRACT within this time, either party may immediately terminate this CONTRACT by giving written notice to the other party.

Section 1(B). Federal Health Care Programs. ESTABLISHMENT and CHC/SEK represent and warrant to each other that they (i) are not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the “**Federal Health Care Programs**”); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services nor been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the term of this CONTRACT and the parties shall immediately notify each other of any change in the status of the representation and warranty set forth in this Section, at which time the other party will have the right to immediately terminate this CONTRACT.

Section 1(C). Protected Health Information. For purposes of this CONTRACT, “**protected health information**”, or “**PHI**”, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Standards**”), as promulgated by the Department of Health and Human Services

("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). At all times, the parties agree to abide by all rules, regulations, and laws associated with the Privacy Standards and HIPAA.

ARTICLE 2. DESCRIPTION.

CHD is a county board of health for the county of Crawford County, Kansas. While CHD maintains a local health officer, the ESTABLISHMENT finds value in contracting with CHC/SEK wherein a CHC/SEK employed qualified health professional, licensed to practice medicine in the State of Kansas, to serve as Deputy Local Health Officer, as explained and discussed in Attachment A (hereinafter, services mentioned within this CONTRACT may be called "Physician Consultant Services" and/or "Deputy Local Health Officer Services").

ARTICLE 3. GENERAL TERMS, CONDITIONS, AND RESPONSIBILITIES.

Section 3(A). General Terms, Conditions, and Responsibilities of CHC/SEK. In consideration of the mutual interests described above, CHC/SEK shall:

1. Identify, provide, and otherwise make available a CHC/SEK employed medical doctor to service as Deputy Local Health Officer for CHD.
2. Make sure that Deputy Local Health Officer fulfills the services outlined in Attachment A to the CONTRACT.
3. Perform administrative supervision and oversight of Deputy Local Health Officer including credentialing, licensure, evaluation, and malpractice insurance coverage; and
4. Monitor quality of care and provide technical assistance in quality improvement processes related to Deputy Local Health Officer Services.

At the time of executing this CONTRACT, CHC/SEK has identified Dr. Linda K. Bean, D.O. to serve as Deputy Local Health Officer under the terms of this CONTRACT.

Section 3(B). General Terms, Conditions, and Responsibilities of ESTABLISHMENT. In consideration of the mutual interests described above, ESTABLISHMENT shall:

1. Appoint a liaison between ESTABLISHMENT and CHC/SEK personnel. The liaison will participate in the development and implementation of joint guidelines and procedures that ensure the quality and confidentiality of the Deputy Local Public Health Officer; and
2. If/when applicable, provide adequate space to accommodate CHC/SEK's Deputy Local Health Officer Services.

ARTICLE 4. COMPENSATION.

Section 4(A). Rate. CHC/SEK shall, at all times, be compensated at the rate(s) and in the manner(s) discussed in this CONTRACT.

Section 4(B). Compensation Details. CHC/SEK shall be compensated the sum as stated in Attachment B to the CONTRACT.

Section 4(C). Invoicing Details. Any compensation due under the CONTRACT, from ESTABLISHMENT to CHC/SEK, shall be paid at the intervals, and on the associated timelines, as stated in Attachment B to the CONTRACT.

ARTICLE 5. AUTHORIZATION, NOTICE, TERM, AND ENFORCEABILITY.

Section 5(A). Execution of CONTRACT. The persons signing and executing the CONTRACT have been fully authorized to execute this CONTRACT and to validly and legally bind ESTABLISHMENT and CHC/SEK to all the terms, performances and provisions herein set forth.

Section 5(B). Notice. Any notice required or permitted to be given to either party under this CONTRACT shall be sufficient if in writing and sent by certified mail, return receipt requested to:

If to CHC/SEK: Community Health Center of Southeast Kansas, Inc.
Attn.: Daniel S. Creitz, General Counsel
P.O. Box 1832
Pittsburg, Kansas 66762

If to ESTABLISHMENT: Crawford County, Kansas
Attn.: Jim Emerson, County Counselor
P.O. Box 68
Girard, Kansas 66743

Section 5(C). Term. The term of this CONTRACT shall commence on June 20, 2020, and shall end on September 20, 2020 unless renewed in writing by CHC/SEK and ESTABLISHMENT.

Section 5(D). Termination. *At any point, both CHC/SEK and ESTABLISHMENT maintain the ability to terminate this CONTRACT, at any time and without cause, upon providing Sixty (60) days' written notice of the same. Any compensation due under the terms of this CONTRACT*

shall be pro-rated to the end of the written notice period (end of the Sixty (60) days) and ESTABLISHMENT shall remit, to CHC/SEK, the pro-rated balance at the end of said written notice period (end of the Sixty (60) days).

Section 5(E). ESTABLISHMENT Facility Policies. CHC/SEK staff shall provide Deputy Local Health Officer Services in compliance with any ESTABLISHMENT facility policies, procedures, and/or protocols, so long as said policy, procedure, and/or protocol does not violate any state or federal law. A copy of any and all applicable ESTABLISHMENT facility policies, procedures, and/or protocols shall be provided to CHC/SEK upon the execution of this CONTRACT, and upon request by CHC/SEK.

Section 5(F). No Third Party Beneficiaries. This CONTRACT is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person(s) or entit(ies), any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this CONTRACT.

Section 5(G). Enforceability. If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, but shall remain in full force and effect. The District Court of Crawford County, Kansas, shall have jurisdiction over any dispute which arises under this CONTRACT, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction. Each provision of this CONTRACT shall be enforceable independently of any other provision of the contract and independent of any other claim or cause of action. In the event of any dispute arising under this CONTRACT, it is agreed between the parties that the laws of the State of Kansas will govern the interpretation, validity, and effect of this CONTRACT without regard to the place of execution or place of performance thereof.

Section 5(H). Counterparts. This CONTRACT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same CONTRACT. A signed copy of this CONTRACT delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this CONTRACT.

Section 5(I). Independent Contractors and Confidentiality. The parties' relationship to each other shall be that of independent contractors and neither party shall have the ability to act as an agent for the other party.

Section 5(J). Professional Liability (Malpractice) Insurance. The parties acknowledge CHC/SEK shall maintain professional liability (malpractice) insurance consistent with CHC/SEK's status as an FQHC funded under Section 330 of the Public Health Service Act.

Section 5(K). Reassessing of CONTRACT. The parties shall jointly reassess this CONTRACT as needed. This reassessment shall be performed by a CHD Administrator and a CHC/SEK Administrator, on or before September 20, 2020 under the terms of this CONTRACT.

(Remainder of page left intentionally blank; Signature page to follow.)

IN WITNESS WHEREOF, the parties have caused this Physician Consultant Services Contract to be executed on or about the Effective Date.

FOR THE COUNTY COMMISSION OF CRAWFORD COUNTY, KANSAS (ESTABLISHMENT):
(on behalf of Crawford County, Kansas)

Jeremy Johnson, Vice Chair

FOR COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS, INC. (CHC/SEK):

Jason Wesco, Executive Vice President

ATTACHMENT A

(Deputy Local Health Officer Services)

Under the terms of this CONTRACT, Physician Consultant, a CHC/SEK employee, shall provide a specific type of Deputy Local Health Officer Services for CHD.

Section A(1). Compliance.

- a. **State Law and Federal Law Compliance.** Physician Consultant will provide Deputy Local Health Officer Services in compliance with all applicable state and federal statutes for Local Health Officer Services.
- b. **ESTABLISHMENT Facility Polic(ies).** CHC/SEK staff shall provide Deputy Local Health Officer Services in compliance with any ESTABLISHMENT policies or procedures, so long as said policy or procedure does not violate any state or federal law.

A copy of ESTABLISHMENT facility policies and procedures shall be provided to CHC/SEK upon the execution of this CONTRACT and upon request by CHC/SEK.

Section A(2). Responsibilities of CHC/SEK. In specific regards to the Deputy Local Health Officer Services, CHC/SEK shall:

- a. **Deputy Local Health Officer Services - Services Details.** Provide/identify, hire, and supervise one (1) medical doctor (M.D. or D.O.) to serve as Physician Consultant (a.k.a. Deputy Local Health Officer) of the ESTABLISHMENT, who shall be available to provide the following services:
 - i. **Duties.** In conjunction with the Local Health Officer the following duties as assigned: Upon the opening of the fall term of school, make or have made a sanitary inspection of each school building and grounds, and shall make or have made such additional inspections thereof as are necessary to protect the public health of the students of the school; Make an investigation of each contagious or communicable diseases as may be required, and shall use all known measurers to prevent the spread of any infectious, contagious, or communicable disease, and shall perform such duties as Kansas Statute, the local board of health or the secretary of health and environment may require: assure appropriate mandated reporting of of diseases and establish active surveillence programs for communicable diseases and other health concerns assuring timely investigation, collection of data, and implementation of appropriate epidemiological interventions.

b. Deputy Local Health Officer Services – Staffing and Availability.

- i. *Staffing of Deputy Local Health Officer.* Staffing shall cover the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, as long as the Deputy Local Health Officer Services, contemplated under this CONTRACT, remain a service covered and contracted for under the terms of this CONTRACT;

Physician Consultant shall be generally available twenty-four (24) hours a day for services related to continuity of care and/or emergent issues.

- ii. *Federal and State Holidays.* Unless an emergency exists, the parties agree, and acknowledge, that CHC/SEK shall not be expected to provide Deputy Local Health Officer Services during any Federal or State Holidays (e.g. Christmas Day).
- iii. *Gap in Physician Consultant Staffing.* The parties recognize and agree that staffing of the Physician Consultant may change from time-to-time due to staff turnover. The parties agree that they will work collaboratively to minimize any potential gaps in coverage.

Section A(3). Responsibilities of ESTABLISHMENT. In specific regards to Deputy Local Health Officer Services, ESTABLISHMENT shall:

- a. Provide reasonable access to CHD materials, documents, details, and other information;
- b. Provide reasonable access to appropriate records, documents, and other information necessary for the performance of Deputy Local Health Officer Services;
- c. Provide appropriate access to ESTABLISHMENT facilities to CHC/SEK staff to appropriately and timely perform Deputy Local Health Officer Services.

Section A(4). Compensation.

For Deputy Local Health Officer Services provided under the terms of this CONTRACT, ESTABLISHMENT shall pay CHC/SEK compensation as stated in Attachment B to the CONTRACT.

ATTACHMENT B

(Compensation & Invoicing)

Section B(1). Compensation Due.

For Deputy Local Health Officer Services rendered under the terms of this CONTRACT, ESTABLISHMENT shall pay CHC/SEK, at a minimum, a total monetary sum of Fifteen Thousand Dollars **(\$15,000.00)** (“Total Compensation”) (consistent with the term of the Contract).

Section B(2). Compensation Intervals.

ESTABLISHMENT shall pay Total Compensation in the form of equal monthly payments of three payments of Five Thousand Dollars **(\$5,000.00)**. With the first (1st) payment made to CHC/SEK on or about July 31, 2020.

Section B(3). Cash Basis Law. The parties acknowledge and agree that the terms of this CONTRACT are subject to the cash basis law(s) of the State of Kansas due to the CONTRACT resulting is debt(s)/monetary obligation(s) of a state municipality. *See K.S.A. 10-1101 et seq. Furthermore, the parties acknowledge and agree that in the event that ESTABLISHMENT does not have the necessary funds to cover the costs of the services contemplated by this CONTRACT, CHC/SEK may, at CHC/SEK’s sole election and at any time thereafter, terminate this CONTRACT with fourteen (14) days written notice of the same provided to the ESTABLISHMENT, by CHC/SEK.*

Section B(4). Payee (CHC/SEK) Information.

ESTABLISHMENT shall make each payment, to be paid under the terms of this CONTRACT, out to:

**Community Health Center of Southeast Kansas, Inc.
Attn.: Controller
P.O. Box 1832
Pittsburg, Kansas 66762**

Any questions about payment or invoicing shall be directed to CHC/SEK’s Controller at the above stated mailing address.