

OFFICE OF THE MEDICAL EXAMINER

Milwaukee County

December 19, 2016

Randal J. Schneider, PhD
2702 Fox Grove Drive
Waterford, WI 53185

Dear Dr. Schneider,

Pursuant to our agreement entered into on October 1, 2015, we hereby agree to extend our contract with you under the same terms. The new expiration date will be December 31, 2017.

DocuSigned by:

Brian L. Peterson, M.D.

Brian L. Peterson, MD, Medical Examiner

Date: 12/19/2016

Agreed to by:

DocuSigned by:

Randal J. Schneider, PhD

Randal J. Schneider, PhD

Date: 12/19/2016

Approved for execution and as compliant under sec. 59.42(2)(b)5, Stats.:

DocuSigned by:

Paul D. Kuglitsch

Corporation Counsel

Date: 12/19/2016 --- 12/28/2016

Approved as to funds available per sec. 59.255(2)(e), Stats.:

DocuSigned by:

[Signature]

Comptroller

Date: 12/19/2016 --- 12/21/2016

Approved by:

DocuSigned by:

[Signature]

County Executive

Date: 12/19/2016 --- 12/23/2016

933 WEST HIGHLAND AVENUE • MILWAUKEE, WISCONSIN 53233 • TELEPHONE: (414) 223-1200

BRIAN L. PETERSON, M.D.
Chief Medical Examiner

PROFESSIONAL SERVICE CONTRACT 1684 R4e

INSTRUCTIONS: (Type or Print Form)

Mail to: Accounts Payable, Courthouse - Room 301 and Community Business Development Partners, City Campus - 8th Floor

Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures

DEPARTMENT NAME

AGENCY NO.

DEPARTMENT (HIGH) ORG NO.

Medical Examiner

490

4900

VENDOR INFORMATION

VENDOR NO.

ORDER TYPE

NEW or

AMEND

CONTRACT NO.

NAME OF VENDOR

ADDRESS

Randal J. Schneider, LLC

2701 Fox Grove Drive

Waterford, WI 53185

TAX ID NO.

EFFECTIVE DATES:

begin date

end date

LENGTH OF CONTRACT
(IN MONTHS)AMENDMENT ONLY:
DOLLAR CHANGETOTAL CONTRACT
AMOUNT

01/01/17

12/31/17

12

\$75,000

\$168,750

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017		0001	490	4900			6148				\$75,000

PURPOSE OF CONTRACT

2017 Extension of the 10/1/2015 Professional Services Contract for part-time forensic laboratory oversight as per National Association of Medical Examiner's accrediting guidelines.

Was County Board approval received prior to contract execution or contract amendment or extension?

☒ XIf YES, give County Board File No. 17-XX passive review Date Approved Pending 1/26/17 review

If NO, why is County Board approval not required?

Was Corp Counsel, DBD Division and Risk Managmnt approval received prior to execution of contract?

☐ YES ☐ NO

Was Contract executed prior to work being performed?

☐ YES ☒ NO

Is Vendor a certified professional service DBE?

☐ YES ☒ NO

Karen Domagalski

12/21/16

Prepared By

Date

Operations Manager

Title

12/21/16

Operations Manager

Title

Signature of County Administrator

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CBDP, 414-270-4861 or

obdpcompliance@milwaukeecountywi.gov

FUNDING SOURCE

☒ Local ☐ State ☐ Federal ☐ Grant If Federally Funded, what percentage? _____%Federal Source of Funds: ☐ FAA ☐ FTA ☐ DOT (Includes WisDOT) ☐ Other: _____

CONTACT INFORMATION

Contract Administrator: Karen Domagalski Phone: 223-1207 Date: 09/04/2015Email Address Karen.domagalski@milwaukeecountywi.gov Fund: 01 Agency: Medical Examiner Org No. 4900

PROJECT INFORMATION

Project Name: Forensic Laboratory Oversight Project No.: N/A

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

Per National Association of Medical Examiner's (NAME) accrediting standards, the forensic laboratory must have oversight by a PhD forensic chemist. This contract provides for that oversight.Contracting Opportunities (List NAICS codes): None RFP/BID will be used(Yes/No) No Advertising Date: _____ Bid/Proposal Due Date: _____

TYPE OF PROJECT

Professional Services

Estimated Amount

Recommended Participation

\$ not to exceed \$100,0000 %

Construction Related

Estimated Amount

Estimated Allowance

Recommended Participation

N/A

\$

\$

%

\$

\$

%

APPROVALS

Is county board approval required? no No Resolution #: _____ (attach resolution)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: Dr. Randal Schneider is the only such qualified candidate for this position in southeastern Wisconsin. His advance forensic toxicology training and doctorate in this highly specialized field make him the only viable option for this mandated service.DocuSigned by:
Brian L. Peterson, MD

Brian L. Peterson, M.D.

9/4/2015

Department/Division Administrator Name: _____

Signature

Date

CBDP/USE ONLY

Concur with Recommendation RN, or provide the following goals: _____%This contract is exempt from a participation goal: ☒ Yes ☐ No

DocuSigned by:

Approved: Rick NorrisDate: 9/8/2015

PROFESSIONAL SERVICE CONTRACT

Randal J. Schneider, LLC

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by its Brian L. Peterson M.D., Medical Examiner, and Randal J. Schneider, LLC (hereafter called "Contractor"), is entered into on October 1, 2015.

I. SCOPE OF SERVICES.

Contractor employs Randal J. Schneider, PhD (the "Doctor"). Contractor shall make the services of Doctor available to County on a part-time basis to provide those services set forth below (the "Professional Services") at such times as the parties may mutually agree upon from time to time. Doctor shall specifically perform to the satisfaction of the County the following services:

- Provide scientific direction for the Medical Examiner's Laboratory which includes the responsibility for ensuring that the laboratory personnel are adequately trained and experienced to conduct the work of the laboratory and the development of detailed guidelines and instructions stating the types and minimum amounts of specimens needed to accomplish the requisite analyses and subsequent interpretations to be provided to all agencies and parties the laboratory serves. Specific duties include the following:
 - Interpret laboratory data and relate correlations to pathologists/technicians as appropriate;
 - Evaluate the clinical significance of laboratory data;
 - Set goals for the laboratory and allocate resources for toxicological functions;
 - Promote a safe laboratory environment for personnel and other occupants;
 - Define, implement and monitor standards of performance in quality control and cost effectiveness;
 - Provide necessary leadership, consultation and educational direction for medical and laboratory staff; participate in educational programs of the institution. Participate in scheduled meetings with administration and staff;
 - Plan and direct research and development appropriate to the laboratory;
 - Monitor the work performed in the laboratory to determine that medically relevant and legally defensible data are being generated;
 - Detect, communicate and correlate abnormalities in laboratory data;
 - Review and certify analytical data prior to reporting results;
 - Utilize appropriate controls, standards and reference materials;
 - Update and maintain scientific knowledge;
 - Provide accurate and legally defensible analytical data and reports of laboratory testing;

- Maintain and update written operating procedural manuals for sample receiving, accessioning, chain-of-custody, quality control and assurance, review of data and reporting each analytical procedure.
- Develop policies and procedures necessary to achieving and maintaining laboratory accreditation.
- Assist in developing additional markets for services provided by this laboratory.

2. STAFFING.

Requested scientific toxicological consultation services are to be performed by the Doctor, who is qualified by reason of appropriate education and experience to assume the required professional, organizational, education and administrative responsibilities.

Contract shall not replace the Doctor without the prior approval of the County. If the successor to the Doctor cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice.

3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY. (optional)

County hereby agrees to make available without charge to Doctor office space, equipment, supplies and other support needed by Doctor for the performance of his services as specified within this Agreement. Doctor may use county telephones and computer (IT) services. Doctor shall not utilize the State Telephone System except as authorized by the Medical Examiner, or his designee, since said service is understood to be available only to County employees for County business.

4. DATES OF PERFORMANCE.

The term of this Contract shall be from its execution through December 31, 2015, or until such time as either party notifies the other of its termination, as provided herein. If sufficient County funding is available, and upon mutual agreement of the parties, this agreement may be renewed or extended at the end of each calendar year for a calendar year.

5. COMPENSATION.

Contractor shall be compensated at a monthly rate of \$6,250, with a total amount not to exceed \$75,000/year payable within 30 days of receipt of Contractor's invoice. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

6. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information

and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AUDIT AND INSPECTION OF RECORDS.

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The Contractor must obtain prior written Milwaukee County approval for all subcontractors and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the Contractor and its County approved subcontractor and/or associates which binds the subcontractor to the same audit contract terms and conditions as the Contractor.

8. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d).

9. DISADVANTAGED BUSINESS ENTERPRISE.

The successful consultant/service provider shall comply with CFR 49 Part 26 and Chapter 56.80 of the Milwaukee County Ordinances, which requires good faith effort (GFE) to achieve participation of certified disadvantaged business enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy, the consultant/service provider shall ensure that DBEs have the maximum opportunity to participate in this project/contract.

Each prime consultant/service provider shall utilize DBE firms to a minimum of 0% DBE (0% race conscious and 0% race neutral) of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County DBE Utilization Plan (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

10. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and

applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

11. INSURANCE

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/300,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate

Operations)

Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
------------------------	---

Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required and shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

A.1. Compliance with Governmental Requirements.

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability - Additional Provisions.

Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

12. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

13. TERMINATION.

Either party, at its option, reserves the right to terminate this Agreement at any time, for any reasons, by giving the other party 30 days' written notice by certified mail of such termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of the Contract. This Agreement shall also terminate immediately upon the termination of Doctor's employment with the Contractor. In the event of termination, County will be liable only for services rendered through the date of termination. Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice.

14. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

15. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

16. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

17. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

18. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement."

19. TAXES

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

20. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

21. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn.: Randal J. Schneider
Address: 2702 Fox Grove Drive
Address: Waterford, WI 53185

To County:

Milwaukee County Medical Examiner
Attn.: Karen Domagalski
Address: 933 West Highland Avenue
Address: Milwaukee, WI 53233

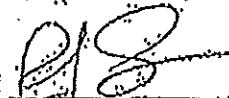
Either party may designate a new address for purposes of this Lease by written notice to the other party.

22. MISCELLANEOUS.

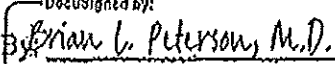
This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Randal J. Schneider, LLC

By:  Date: 9/4/15

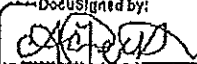
Milwaukee County Medical Examiner

DocuSigned by:
By:  Date: 9/4/2015
SEAL Brian L. Peterson

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By:  Date: 9/8/2015
AD Community Business Development Partners


Reviewed by:

DocuSigned by:
By:  Date: 10/7/2015
Risk Management

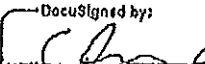
Approved for execution:

DocuSigned by:
By:  Date: 9/10/2015
2013 Corporation Counsel

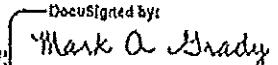
Approved:

DocuSigned by:
By:  Date: 9/8/2015
Corporation Counsel

Approved:

DocuSigned by:
By:  Date: 9/21/2015
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.

DocuSigned by:
By:  Date: 10/14/2015
Corporation Counsel



Date: 09-21-15

Suzanne Coggon
RPS SCOBIE GROUP - WAUKESHA
Waukesha, WI

RE: Coverage Binder for: RANDAL J. SCHNEIDER
Binder Expires: When policy is issued
Risk Id No.: 4136242

Message: This is to confirm that EVANSTON INSURANCE COMPANY is binding coverage as follows:

Named Insured: RANDAL J. SCHNEIDER
2702 FOX GROVE DRIVE
Waterford, WI 53185

Coverage Forms: Those stated as Purchased on the Coverage Schedule

Policy No.: EO861269

Policy Period: September 16, 2015 to September 16, 2016

Annual Premium: \$1,785.00 (does not include applicable state taxes, fees or surcharges)

Professional Services: Pathology Laboratory Management Plus: \$200.00 Broker Fee
Plus: \$59.55 Surplus Tax

Extended Reporting Period: 100% for 12 months; 150% for 24 months; or 200% for 36 months

Commission: 10.0%

Billing Company: Markel Service, Incorporated

Coverage Part	Coverage Part Limits of Liability	Coverage Part Deductible	Coverage Part Retroactive Date
A. Professional Liability Insurance Coverage Part	\$1,000,000 Each Claim \$1,000,000 Aggregate	\$1,000 Each Claim \$3,000 Aggregate	Policy Inception
B.1. Data Breach and Privacy Liability	Not Purchased	Not Purchased	Not Purchased
B.2. Data Breach Loss to Insured	Not Purchased	Not Purchased	
C. General Liability (Claims Made) Insurance Coverage Part	Not Purchased	Not Purchased	Not Purchased
Coverage Parts Which Share an Aggregate Limit of Liability			
[] A. Professional Liability Insurance Coverage Part			
[] B. DataBreach SM Insurance Coverage Part			

Markel Midwest Region
a division of Markel Service, Incorporated
Ten Parkway North, Deerfield, IL 60015 (800) 462-5539



Date: 09-21-15

Page 2

<input type="checkbox"/> C. General Liability (Claims Made) Insurance Coverage Part
<input checked="" type="checkbox"/> NONE
Combined Aggregate Limit of Liability
\$1,000,000 All Damages, Regulatory Fines, Breach Millgallon Expenses, Loss and Claim Expenses, under all purchased Coverage Parts, combined.

Additional Forms and Endorsements:

- | | |
|------------------------|---|
| 1. MEE0 5211 11 14 | Amendatory Endorsement - Testing Laboratory Including |
| Contingent BI/PD | |
| 2. MEIL 5200-25% 07 04 | Minimum Earned Premium Endorsement |
| 3. MPIL 5000 02 10 | Wisconsin Surplus Lines Policy Notice |

Issuing Certificates of Insurance: Please note that any Certificate of Insurance issued for the captioned policy should include the policy period, limit(s) of liability and deductible(s). If coverage is claims made it should be so stated.

Issuing Binders: While we understand that you may present our terms in your own format, please be aware that our binder and policy supersede any other evidence of coverage that may be presented to the Insured.

Thank you for your business. If you have any questions or comments, please let me know. I appreciate doing business with you and look forward to hearing from you again.

Sincerely,
Suzanne Coggon
RPS - Scoble Group

SURPLUS LINES ENDORSEMENT

NAME & ADDRESS OF APPLICANT:

Randal J Schneider
2702 Fox Grove Dr
WATERFORD WI 53185

EFF DATE: 09/16/2015

POLICY NUMBER: E0861269

You have asked that I procure the following insurance coverage on your behalf:

TYPE OF INSURANCE:

Medical Professional Liability
Per Policy Wording, Terms,
Conditions, Exclusions.

LIMITS OF INSURANCE:

Per Attached Documents

I can procure the coverage desired from the following insurer(s) at the premium listed:

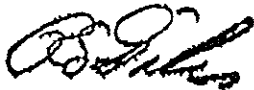
INSURER(S) NAME & ADDRESS:
EVANSTON INSURANCE COMPANY

Premium Quoted:	\$	1,785.00
Expense Constant:	\$	200.00
Surplus Lines Tax:	\$	59.55

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered a surplus lines coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43 (1), Wisconsin Statutes, requires payment by the policyholder of 3 percent tax on gross premium.

The tax in this instance amounts to \$ 59.55. If the above transaction is not satisfactory, please advise immediately.

Sincerely yours,



Wisconsin Surplus Lines Agent
Rob Giles
N14 W23777 STONE RIDGE DR.
SUITE 140
WAUKESHA, WI 53188-1158

RPS Scobie Group Quote/Binder Disclaimer

1. **Certificates of Insurance** – As a reminder, certificates of insurance may only be issued as a matter of information and do not and cannot amend, alter or extend coverage afforded under a policy. If it is your intent for our office to issue your certificates of insurance, then you are encouraged to issue your own ACORD certificates from our website, www.rpsins.com, without modification other than listing the certificate holder. On the RPS website, please choose your location and then scroll down to the "Agent Center" link on the left side of the page. If you have not been previously set-up with a username and password for our website, please contact Kristina Hladilek for assistance. Kristina can be reached via email at Kristina.Hladilek@rpsins.com.
2. **Policy Review** – You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described, and no assumption should be made as to the adequacy of coverage of the risk to the client.
3. You are not an Agent of the Insurer, and as such, cannot bind coverage nor make any commitments on behalf of the Insurer, nor of us. This policy cannot be assigned to another without the written consent of the Insurer or their Agent.
4. **Cancellation** – At binding, you commit to any provisions contained herein such as Minimum Earned Premiums.
5. **Endorsements and Cancellations** – When requesting a policy change, addition, cancellation, endorsement, etc., you must provide every individual policy number/coverage that the request applies to.