

FOR INTERNAL USE ONLY

Contract #: ME-MCME-A&CS-23-27

County Executive Contract Approval Form

Department: Human Services**Medical Examiners Office****Provider/Vendor:** Milwaukee County Medical Examiner**Contract Name/Number:** ME-MCME-23-27**Contract Amount:** See EXHIBIT 1**Term of Contract:** 01/01/2023 through 12/31/2027**Procurement Process:** Single - Specialized Client Related/INTERGOVERNMENTAL

Description of Services Purchased: *(describe pending issues, **significant** contract language changes from previous year, explanation of any historical factors pertaining to this contract, etc.)*

Milwaukee County Medical Examiner's (MCME) Office services includes the entire professional component of autopsy, including, but not limited to: pathologist dissection, dictation, routine photography, review of medical, toxicology and investigative reports, histology review and completion of a final autopsy protocol.

Fiscal Review By: Tammy Capito, Human Services CFO**Signature:** _____ **Date:** _____

If multiple year Contract, show costs and rates by each Contract year. If new vendor, use costs and rates from prior vendor.

<i>Funding Source(s)</i>	<i>Cur Yr Adopted/Modified Budget</i>	<i>Prior Yr Unit Rate</i>	<i>Current Contract Unit Rate</i>	<i>Prior Yr Contract \$</i>	<i>Current Contract \$</i>	<i>\$ Incr (Decr) from Prior Yr**</i>	<i>% Incr (Decr) from Prior Yr</i>
County 100%				1,500.00/case	1,800.00/case	\$300/case	20%

****Describe Reason for Increase/Decrease from Prior Year Contract:** *(If same amount, indicate N/A)*

Division's Oversight Committee Approval:YES N/A

Recommended By: Dr. Patrice Hall, Medical Examiner

Signature: _____ **Date:** _____

Note: Signature attests that sufficient funds are budgeted for this Contract.

Kenosha County Department of Human Services Approval:YES N/A

Recommended By: John T. Jansen, Director

Signature: _____ **Date:** _____**Legal Review:** *(Approval from Corporation Counsel Required for Documents > \$50K)*

Is Approval from Corporation Counsel attached to this document?

YES N/A **Finance Director Recommendation:**YES N/A

Recommended By: Tammy Capito, Human Services CFO

Signature: _____ **Date:** _____

KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES**Medical Examiners Office****Letter of Agreement**

Provider: **Milwaukee County Medical Examiner**
 Address: 933 West Highland Avenue
 Milwaukee, WI 53233
 Administrator/Signor: Milwaukee County Approval Process, See Section XI SIGNATURES
 Phone Number: (414)223-1200
Purchased Service: **Autopsy and Consulting Services**
Agreement Effective Dates: January 1, 2023 through December 31, 2027
Agreement Amount: **See EXHIBIT 1**

This Letter establishes an Agreement between KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES, MEDICAL EXAMINERS OFFICE, whose business address is 1000-55th Street, Kenosha, WI 53140, herein referred to as Purchaser and the agency identified above, herein referred to as Provider.

WHEREAS Provider is able, willing, and properly licensed and/or certified, where required, and is engaged in furnishing professional services; and

WHEREAS Purchaser wishes to purchase certain services from Provider as it is authorized to do so by Wisconsin law;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Purchaser and Provider agree as follows:

I **CONTACT PERSONS AND CONTRACT ADMINISTRATORS**

- A. Purchaser's employee responsible for administration of this Agreement is John T. Jansen, Director of Human Services, Phone: (262)605-6524, whose principal business address is 8600 Sheridan Road, Kenosha, WI 53143-6507. Purchaser's employee responsible as contact person for day to day operation of this Agreement is Dr. Patrice Hall, Phone: (262)653-3869, whose principal business address is 1000-55th Street, Kenosha, WI 53140.
- B. Provider's administrator/signor business information is noted above. The contact person for day-to-day operation of this Agreement is Karen Domagalski, Operations Manager, Phone: (414)223-1207, Email: karen.domagalski@milwaukeecountywi.gov.
- C. If either party changes its contact persons, it will notify the other party of the name and address of the new contact person in writing within (10) days of the change.

II **SERVICES TO BE PROVIDED AND COSTS**

- A. Subject to the terms and conditions set forth herein, and the Exhibits hereto (all of which are considered to be a part of this Contract), Purchaser agrees to purchase the services from Provider as described within, by reference, or as may be amended. Provider agrees to provide services within this Agreement and at a maximum cost as described within this Agreement. Provider may expend money authorized by this Agreement only on those line items that are specified in this Agreement or as may be amended.
- B. Provider agrees to provide the services under the most current version of applicable governing laws, rules and regulations, and any other items which may be incorporated into this Contract by reference including but not limited to:
- Uniform Guidance (2 CFR Part 200), to include Appendix II to 2 CFR Part 200 as applicable;
 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments which is codified at 29 CFR Part 97.
 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards which is codified at 45 CFR Part 75.
 - Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended
 - Debarment and Suspension (Executive Orders 12549 and 12689) (see 2 CFR 180.220)
 - Byrd Anti – Lobbying Amendment (31 U.S.C. 1352)
 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements which is codified at 37 CFR Part 401.

III GENERAL PROVISIONS

- A. **Service Standards** – Provider agrees to meet standards as expressed by Federal, State, and County laws, rules, regulations, statutes and ordinances applicable to the services covered by this Agreement.
- B. **Obey All Laws** – Purchaser and Provider shall comply with all of the laws, rules, and regulations of all governmental authorities having jurisdiction over the parties. Provider shall comply with all general rules and regulations established by Purchaser.
- C. **Governing Law; Savings Clause** – The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein, if the court or agency may interpret the remaining Contract language in a reasonable manner which is fair to the parties. Venue for any dispute arising out of the Contract lies in Kenosha County.
- D. **Information Sharing / Confidentiality** – Provider agrees to conform to information sharing and/or confidentiality policies and requirements established by Purchaser. The use or disclosure by any party of any information obtained in the performance of this Contract concerning eligible clients or services for any purpose not connected with administration of Provider's or Purchaser's responsibilities under this Contract is prohibited except with the informed, written consent of the individual(s) involved, eligible clients or client(s) legal guardian, except to the extent allowed by law. Parties acknowledge by signing the Contract certain obligations under the Public Records Law. Provider agrees to use safeguards to prevent a breach of confidentiality and in the event of a breach Provider has a duty to report any breach to Purchaser.
- E. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability** – The Provider agrees to comply with the Federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract. Certain functions included in the agreement may be covered within HIPAA rules. As such the Purchaser must comply with all provisions of the law and if it is determined that the Provider is a "Business Associate" within the context of the Law, the Purchaser requires Provider to sign and return the Business Associate Agreement which will be made part of the Contract. Provider agrees to use a Business Associate Agreement provided by Purchaser with any subcontractor to the extent that the HIPAA regulations apply to the services provided by the subcontractor. The Business Associate Agreement is available at: <http://www.kenoshacounty.org/151/Doing-Business-w-DHS>.
- F. **Staffing** – Provider shall maintain sufficient staff to deliver the purchased services. When staffing changes are required, Provider shall notify Purchaser. Provider shall ensure that employees assigned to do work under this Contract are properly supervised and trained, and that they meet licensing and certification requirements related to the services of this Contract.
- G. **Subcontracting** – Provider agrees that Purchaser must approve any sub-contract of the services to be provided herein. If Provider obtains services for any part of this Contract from another vendor, Provider is responsible for the sub-contractor's fulfillment of the terms of the Contract. Provider shall give prior written notification of such to the Purchaser for approval.
- H. **Minority Business** – The State of Wisconsin is committed to the promotion of minority businesses in the State's purchasing program. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(3m), and 16.755. Purchaser is urged to further this policy by establishing Subcontracts with State-certified Minority Business Enterprises (MBE) and/or by using such enterprises to provide goods and services incidental to the Contract (second-tier suppliers). An MBE means a business certified, or certifiable, by the Wisconsin Department of Administration under Statute 16.75(3m)(b)(1). Application Process information can be found at <https://doa.wi.gov/Pages/StateEmployees/HowtoApply.aspx>.
- I. **Contract Renewal** – Contract renewals are determined solely by Purchaser, are subject to applicable requirements and department authorizations, and without limitation due to enumeration, are contingent on availability of funds, satisfactory Contract performance, and negotiation of renewal rates. It is understood that any renewal is solely subject to the option of the Purchaser.
- J. **Licensing** – Throughout the duration of this Contract, Provider must lawfully possess and maintain in good standing such licenses, accreditations, and certifications/reports as are required by Federal, State, and local laws & regulations to furnish the services. Provider shall submit copies of said documents to Purchaser upon execution of this Contract. Subcontractors, upon engagement, must submit copies of these documents.
- K. **Complaints** – Provider shall promptly notify Purchaser in writing of all complaints filed in writing against Provider and shall include a statement regarding resolution of the complaint.

- L. **Mediation of Disputes** – Either party may request the opportunity to mediate a dispute arising from this Contract, with a mediator agreed upon by both parties. The parties shall split the cost of the mediator equally. If the parties fail to agree upon selection of a mediator within 30 days of the request, then no mediation will take place. Disputes between subcontractors and Provider must be promptly resolved at sole expense of the Provider or complainant so as not to interfere with completion of the work.
- M. **Alcohol and Substance Abuse Policy Assurance** – Provider assures that it maintains and enforces alcohol and substance abuse policies appropriate to the organization and consistent with the fullest extent allowed by law, including mandatory drug and alcohol testing for all driving personnel who drive clients, to ensure drivers are free from intoxicants or drugs that impair driving.
- N. **Caregiver Criminal Background Check** – Provider shall ensure that it complies with and maintains caregiver criminal history and patient abuse record search policies, including but not limited to use of certified nursing assistant registry per 50.065 and 146.40(4)g Wisconsin Statutes., criminal history and child abuse record search 48.685 Wisconsin Statutes, and caregiver background checks HFS 12 Wisconsin Administration Code, as it applies to the services of this Contract.
- O. **Accident / Incident Reporting** – Provider shall report all accidents and/or incidents resulting in injury to consumer(s) immediately to the Purchaser's employee responsible for administration of the Contract and, where applicable, to assigned case manager. The Provider shall forward a written report detailing the accident/incident and outcomes to Purchaser's employee responsible for administration of the Contract within five (5) working days of accident/incident.
- P. **Notice of Deficiencies, Fines or Forfeitures** – Provider shall forward within five (5) working days to the Purchaser's employee responsible for administration of the Contract, a copy of any *Notice of Deficiencies*, *Notice of Fines or Forfeiture*, or any other corrective orders, criminal convictions or civil judgments issued by any licensing or accrediting authority or Court of Law or State Administrative Law Judge. A copy of the Provider's *Corrective Action Plan* (or any other response) submitted to the licensing authority shall be forwarded to the Purchaser's employee responsible for administration of the Contract within five (5) working days.
- Q. **Provider Is An Independent Contractor** – No relationship of employer and employee; joint venture or partnership, is created by this Agreement. It is understood that Provider will act hereunder as an independent contractor and shall not have any claim under this agreement or otherwise against Purchaser for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Purchaser shall neither have nor exercise any control or direction over the means or methods by which Provider shall perform the work and functions. Provider agrees to perform said work and functions at all times, in strict accordance with currently approved methods and practices in the field of service as described within. The sole interest of Purchaser is to insure that the services contemplated by this Agreement shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.
- R. **Debarment and Suspension** – The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in Federal assistance programs by any Federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the Federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a Federal agency. The Purchaser may consider suspension or debarment to be cause for revising or terminating the Contract.
- S. **Lobbying** – The Provider certifies through signing this Contract that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, Amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or Cooperative Agreement, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying".
- T. **Electronic Communications Policy** – Personal computers (PCs), data terminals, telephonic equipment, and all other electronic communications systems are tools provided to assist employees in performing their assigned job activities. The term electronic communications systems includes, but is not limited to, voice mail, e – mail, internet and intranet, cell phones, smart phones, text messaging, instant messaging, or handheld computers.

Improper use of the County's electronic information systems or its data files is a serious offense. For a full list of electronic information systems and its data files please reference the Electronic Communications Policy available at <https://www.kenoshacounty.org/DocumentCenter/View/14151/Technology-Use-Policy>.

- U. **Social Media** – Provider has the right to engage in personal social media activities to express Provider’s thoughts or ideas on Provider’s personal time and using Provider’s personal equipment, so long as such activities are not performed on working time or while using the Purchaser computers, cell phones, personal digital assistants or other electronic communications equipment, and do not conflict with Purchaser policies or business or harm the goodwill and reputation of the Purchaser. Provider may not (a) disclose any Purchaser or Purchaser related persons’ confidential information on social media sites; (b) make defamatory or harassing statements about the Purchaser or its related persons; (c) defame the Purchaser, its activities or its related persons; or (d) use the Purchaser’s name or information in connection with the expression of any individual opinion or position. Provider’s social media content must reflect that it is the opinion or content of Provider and must not imply any connection to or origination from the Purchaser (including, without limitation, the use of Provider’s Purchaser email address as the source of such communication). If Provider uses social media to promote the efforts or initiatives of the Purchaser, Provider must disclose Provider’s employment relationship to the Purchaser or connection to the Purchaser’s related persons within the social media content or communication. For the purposes of this Contract, the term “social media” refers to on – line blogs, forums, chat rooms and social networking sites such as Yelp, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube, as well as all other similar sites, communications, or activities.

IV NONDISCRIMINATION / EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

- A. **Diversity, Inclusion, and Equity** – KCDHS strives to emphasize diversity, dismantle inequities and undo assumptions which interfere with inclusiveness with our contracted providers in serving the Kenosha County community. To that end, the County requires transparent communication, tolerance and respect, leadership reflective of diversity and training on equitable practices – both in hiring and the carrying out of all duties as service providers to the community.
- B. Requirements and guidance for the Department of Health Services (DHS), Department of Children and Families (DCF), and Department of Workforce Development (DWD) DHS policy is provided at the websites listed below:
 DHS: <https://www.dhs.wisconsin.gov/job-opps/eocaa.htm>
 DCF: <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx>
 DWD: <https://dwd.wisconsin.gov/wioa/policy/05/>
- A. **Civil Rights Compliance Letter of Assurance (LOA)** – Provider agrees to submit to Purchaser, an assurance of compliance pursuant to Nondiscrimination and Equal Opportunity Requirements including those under Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination in Employment Act of 1967 and 1975, the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 Titles II, III and IV; the Equal Pay Act of 1963; Fair Labor Act of 1938 as amended, Sections XVI and XVII; and the Wisconsin Fair Employment Act, Executive Order 11246 and Vietnam Era Veteran’s Readjustment Assistance Act of 1974 and all other Civil Rights Compliance and Affirmative Action laws that apply.
- All Providers regardless of the number of employees and the amount of funding received are required to complete the 2022 – 2025 Civil Rights Compliance – Letter of Assurance (CRC LOA) and submit to KCDHS.
 - Providers with fifty (50) or more employees and a Contract of \$50,000 or more are also required to complete a written Civil Rights Compliance Plan (CRC Plan). The CRC Plan shall be made available upon request during a site visit or discrimination complaint investigation, and as otherwise requested.
 - Instruction for the CRC LOA and CRC Plan are listed on the DHS & DCF websites:
 DHS: <https://www.dhs.wisconsin.gov/civil – rights/requirements.htm>
 DCF: <https://dcf.wisconsin.gov/civilrights>
- B. **Civil Rights Compliance Requirements** – Provider is required to demonstrate compliance with all civil rights requirements including adoption of a policy covering equal opportunity in service delivery, implementation of a complaint procedure that meets Limited English Proficiency (LEP) requirements, translated to other non – English language groups that meet Department of Labor (DOL) Limited English Proficiency (LEP) guidance requiring posting and translation of vital documents, designation of an employee as the contact person (Equal Opportunity Officer/Coordinator), and completion of an annual evaluation to ensure all aspects of service delivery are conducted in a non – discriminatory manner.

Non-discrimination in the Provider Personnel Policy – In connection with the performance of work under this Contract, Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin and, except with respect to sexual orientation, obligating the Provider to take affirmative action to ensure equal employment opportunities. Additionally, Wisconsin Contract Compliance Law, s 16.765, Stats.; Wisconsin Administrative Code 50 requires every contractor contracting with the State of Wisconsin to agree to equal employment and affirmative action policies and practices in its employment programs. The non – discrimination in personnel policy provision 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 apprenticeship. Except with respect to sexual orientation, the Provider further agrees to take affirmative action to ensure equal employment opportunities. The Provider agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Non-discrimination in Services to Clients – In delivery of services, Provider agrees not to discriminate against any client or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. For beneficiaries only, Provider agrees not to discriminate against any employee or applicant for employment because of citizenship or because the beneficiary is a lawfully admitted immigrant authorized to work in the United States. Provider agrees, whenever necessary, to make available qualified interpreters and/or translators to clientele when required in the delivery of services, or in processing a complaint or appeal. Provider further agrees to designate a contact person (Equal Opportunity Officer/Coordinator) within the agency to be responsible for resolution of client discrimination complaints and procedures for accepting and resolving client complaints. In the event Provider does not resolve the client complaint, Provider shall inform the client that the next step is the Purchaser’s Complaint Process.

Notice Regarding Equal Opportunity – Provider agrees to take affirmative action to ensure equal employment opportunities. Provider agrees to permanently post the Equal Opportunity Policy, name of the contact person (Equal Opportunity Officer/Coordinator) and the discrimination complaint process in a prominent location where it may be viewed by applicants and clients of services, applicants for employment, and employees. Provider agrees to review the policy and procedure on an annual basis with managers, supervisors and staff who provide direct service to clients.

Affirmative Action Plan Requirements – Providers with fifty (50) or more employees **and** a Contract of \$50,000 or more are also required to complete and submit an Affirmative Action (AA) Plan that meets the specifications of the Wisconsin's Contract Compliance law (s. 16.765, Wis. Stats.). Instructions and templates for completing and submitting the AA Plan to the Purchaser are accessible at: <http://www.doa.state.wi.us/Default.aspx?Page=e7e4ac94-bfb6-4fb0-a07c-6b6cb0190657>. The plan must be submitted to the Purchaser upon request or as otherwise required.

Hiring on the Basis of Merit – Pursuant to 2019 Wisconsin Executive Order 1 and in connection with the performance of work under this Contract, Provider agrees it will hire only on the basis of merit and will not discriminate against any persons because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

V **BILLING, PAYMENT, AND COLLECTION PROCEDURES (Also see Contract Exhibits.)**

- A. The maximum payment and estimated number of clients under this Contract are listed within. Actual total payment will be based upon the approved amount of service authorized by the Purchaser and the approved amount of service performed by Provider (see Section II – B).
- B. If applicable to the services of this Contract, Provider shall charge a uniform schedule of fees as defined in 46.03(18) Wis. Stats., unless waived by Purchaser with written approval of the appropriate Federal or State authority.
- C. **If the services of this Contract are related to Children’s Long Term Support (CLTS), Provider shall submit billing information as described in the Contract Exhibits.**

For all other services, the Provider shall submit billing information as follows. Submit Billing *statements by the 5th day of each month* for the previous month’s services. Submission of billing statements after the 5th day may result in Provider payments being delayed.

IMPORTANT: Year – end invoices must be submitted no later than February 5. **NO prior year invoices are accepted after February 5.**

Provider will submit billing statements or invoice detail on standard forms if required by Purchaser. Provider shall include the following information in the billing statement detail as applicable to the services of this Contract. Purchaser reserves the right to request additional billing detail as needed. An *invoice* shall be defined as a statement of Provider service costs for which payment is requested from Purchaser where such costs meet both of the following criteria: 1) Costs are for services rendered to a specified individual client or specified client group or client family; and 2) Costs are for services rendered on a particular service date. Provider shall submit detailed invoices as noted below to support all billings submitted for services provided under this Contract. Separate invoices are intended for each day of service and only one client shall be included on one invoice. The *monthly billing statement* submitted by Provider must include all of the invoices for which reimbursement is being sought on that statement.

Each invoice must include the following detail:

- Service/Program name and Contract number
- Client name (individual or group/family) and date of birth
- Type/Category of service and date of service
- Number of service units provided to the named client on the specified date
- Billing rate (per hour, per day or per activity)
- Total amount of invoice (# of service units provided x billing rate)

Monthly billing statements shall be submitted to:

Patrice Hall
1000-55th Street
Kenosha, WI 53140

If it applies to the services of this Contract, on a monthly basis the Provider shall submit an Income and Expense Statement (IES) based on the submitted budget for the program. The IES must have a Budget column, Current Month Expense column, YTD Expense column, and Balance of Budget column (Budget minus YTD Expenses).

Provider shall submit a final invoice along with a year – end reconciliation worksheet as provided by Purchaser. Final payment will be held until the year end reconciliation worksheet has been approved by Purchaser. Provider shall submit its final billing statement for the calendar year **no later than February 5 of the year that follows; no prior year invoices are accepted after February 5 of the year that follows. Failure to comply with this provision is deemed an absolute waiver of all rights to payment for the applicable billing period.**

- D. Purchaser reserves the right to approve or deny written requests for advance payment to Provider in an amount to cover the costs of services to be delivered during the first calendar month of this Contract. The amount shall not exceed one – twelfth of an annual Contract or one month equivalent for shorter Contract periods. If actual costs are less than this payment, Purchaser shall notify Provider and recover the excess. Purchaser shall subtract the excess amount advanced from payments due beginning the last quarter of the Contract period or sooner.
- E. Fees or other monies collected on behalf of a client from any source will be reported to Purchaser. When such funds exceed Provider’s anticipated budget, as outlined in Contract Exhibits, this money shall be treated as an adjustment to the cost of providing services and deducted from the contracted amount.
- F. Purchaser reserves the right to withhold payment, cancel the Contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser’s interest, if Provider fails to comply with any requirements of this Contract.

VI PROVIDER RESPONSIBILITIES

- A. **Audit** – If Provider earns \$100,000 or more in Federal and/or State funds under this Contract and/or other Contracts during Provider’s fiscal year, Provider shall submit an annual financial and compliance audit report to Purchaser, if applicable. All annual audits must be completed in accordance with the applicable audit guide:
- For the Department of Health Services(DHS) programs: the Wisconsin Department of Health Services-an Appendix to the State Single Audit Guidelines, latest Revision.
 - For the Department of Workforce Development (DWD) programs: the Wisconsin Department of Workforce Development Audit Guide, latest Revision.
 - For the Department of Children and Family (DCF) programs: the Wisconsin Department of Children and Family Audit Guide, latest Revision.

A current peer review of the Provider audit firm must also be received by KCDHS.

If Provider is an organization receiving more than \$750,000 in Federal funds, the annual audit must also be completed in accordance with the Uniform Guidance 200 (2 CFR 200) as applicable. The annual audit report is

due to Purchaser within six (6) months of Provider's fiscal year-end and must be issued by a Certified Public Accountant. Provider hereby consents to allow Purchaser to review, or have designee review, the auditor's work papers.

Forensic Audits – The State of Wisconsin can require Purchaser to undergo a forensic audit if there is suspected misuse of DCF funds.

Audit Report and Payment Reconciliation – If there is a variance between the calendar year revenue identified in the audit report and total payments which the Purchaser made to Provider, Provider will submit reconciliation explaining the variance to Purchaser. The audit report may reveal that a partial refund is due to Purchaser to reconcile payments under this agreement. Such refunds must be paid within thirty (30) days of the demand of the Purchaser. Any delay beyond thirty (30) days may be subject to a late fee of 1.5 percent per month. When a Provider submits a certified audit report for a period other than a calendar year, the certified audit report shall include an unaudited supplemental schedule of revenue and expense by fund source for preceding calendar year

- B. **Allowable Costs and Excess Payments** – Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided, as set forth in this Contract. Provider shall cooperate with Purchaser on establishing costs for reimbursement purposes. If Provider fails to return funds, Purchaser shall recover funds from subsequent payments made to Provider in conjunction with collection methods of Purchaser's choice. The allowable cost of services shall be determined pursuant to the applicable Allowable Cost Policy Manuals and applicable State Statutes, the Allowable Cost Policy Manual for the WI Department of Health Services and Department of Workforce Development, and the Allowable Cost Policy Manual, latest Revision for the Department of Children and Family services.
- C. **Accounting** – Provider shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- D. **Maintenance of Funding** – Federal/State funds must not be used to supplant other Federal/State/local funds.
- E. **Transfer of Funds** – Transfers of funds between programs shall not be allowed without the written approval of the Purchaser. Provider must submit requests for approval in writing to Purchaser sixty (60) days prior to the Contract end date. Purchaser will consider written requests for additional minor adjustments until the time the audit is submitted.
- F. **Employees** – Provider shall notify Purchaser in writing if any of its employees are also under the employ of Kenosha County when this Contract is executed and shall further notify the Purchaser if, during the course of this Contract, it hires and retains any individual also under the employ of Kenosha County.
- G. **Fundraising** – Purchaser encourages Provider to continue or initiate efforts to obtain funds from private sources and other public organizations for each service funded by this Contract. Provider shall obtain prior written approval from Purchaser for all fundraising activities that are for the benefit of the contracted services herein. Methods for receiving funds & utilization of funds shall be approved by Purchaser.
- H. **Advertising** – Provider shall not publicly advertise through any media for the purpose of soliciting eligible recipients to be recipients for services under this Contract without the advanced approval of Purchaser as to permissibility of the advertising. All items used to promote the services pursuant to this Contract, including brochures, announcements, press releases, stationery, etc., must be approved by Purchaser prior to final preparation and distribution. Incorporating a statement in the advertising that acknowledges the services are provided totally or in part through funding from Purchaser may be required.
- I. **Publications** – Where services purchased under this Contract result in a book or other material that could be copyrighted, the author may obtain a copyright, but Purchaser reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, use in training, or otherwise use, or authorize others to use, all such material. Any books, reports, pamphlets, papers, or articles based on activities receiving support under this Contract must contain an acknowledgment of that support.

VII RENEGOTIATION

- A. This Contract or any part thereof must be renegotiated in the case of: significantly increased or decreased volume of services; changes required by Federal or State laws or regulations or court action; or changes in funds available to Purchaser affecting the substance of this Contract.
- B. Provider may initiate Contract modifications only with written approval of Purchaser.

VIII AGREEMENT REVISIONS / AMENDMENTS, AND TERMINATION

- A. Provider may not assign, transfer, sell, Contract, gift or otherwise convey any of the rights or obligations contained herein, without the express written consent of the Purchaser.

- B. Provider shall notify Purchaser immediately whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this Contract and any or all other written agreements for the services of this Contract (individual placement or client services plan, Interagency Agreements, etc.).
- C. Any revision of this Contract must be agreed by Purchaser and Provider by an Amendment signed by the authorized representative of both parties.
- D. **Non-Appropriation of Funds** – If during the Contract period, the appropriations that fund this Contract are changed by the Federal or State of Wisconsin or County Board, or any of its oversight committees' action, the funding amount of this Contract may change. Additionally, Purchaser reserves the right to immediately terminate or cancel any Contract in whole or in part without penalty due to non-appropriation of funds.
- E. **30-Day Right To Cancel Without Cause or Reason** – This Contract can be terminated upon a 30-day written notification by certified mail to the Contract administrator and address listed herein. If the certified mail is refused or returned as undeliverable, then notification shall be deemed sufficient if sent by ordinary U.S. Postal First Class mail to such addresses. In the event this Contract is terminated, all other agreements with the exception of those provisions pertaining to confidentiality, maintenance of records and indemnifications, related to the services of this Contract in effect at that time shall be considered terminated simultaneously.
- F. **Termination and Reimbursement** – If Purchaser finds it necessary to terminate this Contract before the Contract expiration date for reasons other than Provider non-performance, actual approved cost incurred by Provider for services provided up to date of termination may be reimbursed for an amount determined by mutual agreement of both parties.
- G. **Termination for Cause / Suspension of Services** – Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract. In addition to Section XII-E 30-Day Right to Cancel Without Cause or Reason noted above, Kenosha County reserves the right to terminate for cause and/or suspend services of this Contract.
- H. **10-Day Notice** – Purchaser shall have the right to terminate this Contract for cause, upon giving 10-days advance written notice of termination to Provider by First Class U.S. Mail, postpaid, addressed to the Provider at the address given in this Contract, or by personal delivery thereof, if Provider is in breach of this Contract, or if Providers' performance (or Lack of Performance) under this Contract places any person affected by service by this Contract in danger of physical injury. If delivery of such Notice is by first class U.S. Mail, delivery will be deemed to have been delivered to Provider on the 3rd calendar day after posted in the U.S. Mail.
- I. **Right to Cure** – If Provider is given a 10-Day Notice of Termination for Cause as set forth herein, the Provider shall have a simultaneous 10-Day Right to Cure the breach, or to remove the threat of physical injury to persons, customers or clients serviced under, or affected by service, of this Contract. Failure of Provider to deliver to Purchaser proof of a cure of default, or removal of such threat of physical injury, shall result in the termination of this Contract at 4 P.M. on the 10th calendar day following the delivery of the Notice of Termination for Cause.

IX CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authorization of Wisconsin and United States laws; and any material Amendment or repeal of the same, affecting relevant funding or authority of the Division, shall serve to terminate this Agreement, except as further agreed to by the parties.
- B. The entire Agreement of the parties is contained herein or other documents included by reference. This Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- C. Nothing contained in this Agreement shall be construed to supersede the lawful powers or duties of either party.

X CONTRACT EXHIBITS

All Exhibits listed below or included in this Agreement are considered part of the main body of this Agreement.
Exhibit 1 – Approved Budget & Service Information

XI SIGNATURES

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

MILWAUKEE COUNTY

Medical Examiner's Office:

DocuSigned by:
By: Brian Peterson, MD Date: 6/24/2022
Milwaukee County Medical Examiner

Approved:

Approved:

DocuSigned by:
By: [Signature] Date: 6/24/2022 By: _____ Date: _____
County Executive Office of the Comptroller

Approved as to Execution:

Reviewed by:

By: _____ Date: _____ By: Adam Abelson Date: 6/24/2022
Corporation Counsel Risk Management

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Lamont Robinson Date: 6/24/2022
Community Business Development Partners

KENOSHA COUNTY:

Provider's Authorized Representative Date
Dr. Patrice Hall, Kenosha County Medical Examiner

Purchaser's Authorized Representative Date
John T. Jansen, Director, Department of Human Services

Samantha Kerkman, Kenosha County Executive Date

EXHIBIT 1
APPROVED BUDGET & SERVICE INFORMATION

Provider: Milwaukee County Medical Examiner
Contract #: ME-MCME-A&CS-23-27
Purchased Service: Autopsy and Consulting Services
Agreement Effective Dates: January 1, 2023 through December 31, 2027

I DESCRIPTION OF SERVICES PROVIDED

Autopsy and Consulting Services

- Milwaukee County Medical Examiner's (MCME) Office shall include the entire professional component of autopsy, including, but not limited to: pathologist dissection, dictation, routine photography, review of medical, toxicology and investigative reports, histology review and completion of a final autopsy protocol in a timely manner which is understood between the parties to be 30 days for routine, uncomplicated cases, and 60 days for cases requiring outside consultation.
- Duties and responsibility of the Consulting Pathologist (CP) include an obligation to appear in court and testify when needed on those cases being prosecuted by the Kenosha County District Attorney's Office. The obligation to appear in court and testify does not end, if for any reason the contract is terminated, but requires the CP to return to court and testify accordingly on cases handled by the CP.
- Consulting pathologist(s) (CP) individually and/or collectively agree(s) that during the contract period, the CP will not accept private criminal defense cases venued in Kenosha County. As used here "accept" includes but is not limited to consulting and advising with defense attorneys, reviewing criminal defense case file materials and testifying in court as an expert or otherwise whether or not a fee is paid on behalf of a criminal defendant being prosecuted in Kenosha County.
- The CP agrees to cooperate and be available to the Kenosha County District Attorney's Office as a resource to discuss the handling of any CP cases involving said Office and agrees to answer or discuss any other medically related questions, if necessary.

II BUDGET RECOMMENDATIONS

Service	Units	Rate
Autopsy and Consulting Services	TBD	\$1,800.00/case
External Exams	TBD	\$900/case
Testimony Fees	TBD	\$500/hour

III FUNDING SOURCES

Federal	0.00%
State	0.00%
County	100.00%
Other	0.00%

IV BILLING REQUIREMENTS & SPECIAL CONDITIONS

All costs of performing toxicology, histology, laboratory testing, neuropathology, X-ray, etc. will be the responsibility of MCME. Future Fee for consultations, pretrial conferences, depositions and expert witness testimony are charged at the rate of \$500/hour. Purchaser reserves the right to arrange for organ/tissue donation at Purchaser's morgue location before or after autopsy procedures as necessary. Purchaser reserves the right to withhold payment, cancel the contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser's interest, if Provider fails to comply with any requirements of this contract. The Purchaser reserves the right to audit any or all relevant records of the Provider in order to verify reporting data submitted and accuracy of billings. Any agency involved in Medical Assistance billing to be utilized as a revenue source for a contract with Purchaser is solely responsible for any required record keeping or reports. Any fiscal sanctions imposed on Purchaser will be passed on to Provider to the extent the Provider's actions caused the fiscal sanction.

V PERFORMANCE STANDARDS & REPORTING REQUIREMENTS

The Milwaukee Medical Examiner's facility is currently accredited by the National Association of Medical Examiners (NAME); Purchaser is to be notified if accreditation changes. Autopsies are to be conducted by a board-certified, Wisconsin-licensed, forensic pathologist, or by a Wisconsin-licensed physician who is a forensic pathologist-in-training (resident/fellow).