

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

<b>Provider:</b>	<b>Milwaukee County Medical Examiner</b>
Address:	933 West Highland Avenue Milwaukee, WI 53233
Administrator/Signor:	Brian L. Peterson M.D.
Phone Number:	(414)223-1200
<b>Purchased Service:</b>	<b>Autopsy and Consulting Services</b>
<b>Agreement Effective Dates:</b>	January 1, 2018 through December 31, 2022
<b>Agreement Amount:</b>	<b>1500.00/case</b>

This Letter establishes an Agreement between KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES, MEDICAL EXAMINERS OFFICE, whose business address is 1000-55<sup>th</sup> 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 Patrice Hall, Phone: (262)653-3869, whose principal business address is 1000-55<sup>th</sup> 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 Brian L. Peterson M.D., Phone: (414)223-1200.
- 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, **Purchaser** agrees to purchase the services described within this Agreement from **Provider** for the period and up to the maximum amount as described within this Agreement. **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:
  - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments which is codified at 29 CFR Part 97.
  - Uniform Guidance 200 (2CFR 200)
  - Debarment and Suspension (Executive Orders 12549 and 12689) (see 2 CFR 180.220)
  - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

**III**      **GENERAL PROVISIONS**

- A.      Service Standards - **Provider** agrees to meet standards as expressed by federal, state, and local statutes, laws, rules, regulations 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.

- D. 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 with the Contract, the Business Associate Agreement, which will be included if applicable, and 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>.
- E. Sub-contracting - **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.
- F. 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**.
- G. Licensing - Throughout the duration of this Agreement, **Provider** must lawfully possess and maintain in good standing such licenses, accreditations, and certifications required by federal, state, and local laws and regulations to furnish the services. Upon request, **Provider** shall submit a copy of its most recent licenses or certifications/reports to **Purchaser**.
- H. Complaints - **Provider** shall notify **Purchaser** in writing of all complaints filed in writing against **Provider** and shall include a statement regarding resolution of the complaint.
- I. 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.
- J. Provider Is 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.
- K. 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.
- L. 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."



- M. Non-discrimination - **Provider** agrees not to discriminate on the basis of age, race, religion, color, sex, national origin/ancestry, disability/association with a person with a disability, political belief/affiliation, in connection with the work performed under this Agreement. Provider agrees to abide by requirements of Nondiscrimination, Equal Opportunity and Affirmative Action 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 and return the 2018-2021 Civil Rights Compliance-Letter of Assurance: <http://www.dhs.wisconsin.gov/Publications/P0/p00164.pdf>
- N. Indemnity and Insurance – Subject to statutory limitations on liability and statutory immunities, **Provider** agrees to indemnify, hold harmless and defend the **Purchaser**, its officer, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or occurring out of the acts or omissions of **Provider**, its agents or employees. **Provider** shall protect itself and **Purchaser** under the indemnity agreement set forth above. The hold harmless, indemnity and insurance provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law. **Provider** shall notify **Purchaser** immediately upon the commencement of any litigation against **Provider** where there is any possibility the **Purchaser** or Kenosha County may be made a party thereto.
- O. Ethics Policy - Conflict of Interest, Public Records and Ethics Law  
It is agreed and understood by all parties to this Contract that:
1. In addition to ethical standards set forth in Wisconsin Statutes section 19. 59 for all county employees and officials [either elected or appointed] Kenosha county has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at: <http://wi-kenoshacounty.civicplus.com/index.aspx?nid=133> Chapters 19 and 20 of the Municipal Code of Kenosha County. It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.
  2. This ethics policy is intended to ensure that public trust in Kenosha county government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of county property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.
  3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This Contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.
  4. By executing this Contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and
  5. By executing this Contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and
  6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the

raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.
- M. Caregiver Criminal Background Check - **Provider** shall ensure that it complies with and maintains caregiver criminal history and patient abuse record search policies, including use of certified nursing assistant registry per 50.065 and 146.40(4)g Wis. Stats., criminal history and child abuse record search 48.685 Wis. Stats., and caregiver background checks HFS 12 Wis. Admin. Code, as applies to the services of this Contract.

#### IV BILLING, PAYMENT, AND COLLECTIONS PROCEDURES

- A. The maximum payment and estimated number of units for this Contract may be 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. **Provider** shall submit billing statements by the 5<sup>th</sup> day of each month for the previous month's services. Submission of billing statements after the 5<sup>th</sup> day may result in **Provider** payments being delayed. **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 social security number
  - 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**  
**1000-55<sup>th</sup> Street**  
**Kenosha, WI 53140**

- C. **Provider** shall include the following information in the billing statement detail, as applicable to the services of this Agreement, and as described in Exhibit 1, *Approved Budget & Service Information*. **Purchaser** reserves the right to request additional billing detail as needed.
  1. Type/Category of service and date of service provided
  2. Client name (individual or group/family and birthdate if applicable) ~~Social security number, if applicable~~
  3. Number of service units provided to the named client on the specified date
  4. Billing rate (per hour, per day or per activity)
  5. Total amount per date of service & total amount for the billing period

- D. **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 without written approval of KCDHS**. Failure to comply with this provision is deemed an absolute waiver of all rights to payment for the applicable billing period.
- E. **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 agreement.

## V 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 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 workpapers.

*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 Wisconsin Department of Health Services and the Department of Workforce Development, and the Allowable Cost Policy Manual, latest Revision for the Department of Children and Family (DCF).

## VI 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**.

## VII 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. This Contract may additionally require an annual renewal amendment.
- 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.

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, post paid, 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.

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 10<sup>th</sup> calendar day following the delivery of the Notice of Termination for Cause.

#### VIII 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.

#### IX 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



**EXHIBIT 1**  
**APPROVED BUDGET & SERVICE INFORMATION**

**Provider:** Milwaukee County Medical Examiner  
**Contract #:** ME-MCME-18-22  
**Purchased Service:** Autopsy and Consulting Services  
**Agreement Effective Dates:** January 1, 2018 through December 31, 2022

**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		1500.00/case	
<b>Contract Maximum</b>			

**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).





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

**Milwaukee County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Abele, County Executive

Medical Examiner's Office

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian L. Peterson, MD

*Approved:*

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of the Comptroller

*Approved as to Execution:*

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

*Approved with regards to County Ordinance Chapter 42:*

*Approved as compliant under Sec.59.42(2)(b)5:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

**Kenosha County:**

\_\_\_\_\_  
Provider's Authorized Representative  
Patrice Hall, Kenosha County Medical Examiner  
Date

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

\_\_\_\_\_  
Jim Kreuser, Kenosha County Executive  
Date



## **COMPLETE, SIGN, AND RETURN WITH CONTRACT**

### **CIVIL RIGHTS COMPLIANCE LETTER OF ASSURANCE**

Children and Families  
DCF-F-154-E (R. 11/2017)

Health Services  
F-00165

Workforce Development  
DETS-16705-E (R. 12/1/2013)

Provider, (hereinafter "Recipient") agrees that compliance with this assurance constitutes a condition of receiving Federal financial assistance through the Department of Health Services, the Department of Children and Families, and/or the Department of Workforce Development (the "State Agencies") and that it is binding upon Recipient, its successors, transferees, and assignees throughout the Compliance Period of January 1, 2018, to December 31, 2021, or as long as Federal financial assistance is extended to Recipient, whichever is shorter, and that the State Agency from which the Federal funds will be paid may enforce this Assurance as a condition of receiving such funds.

#### **RECIPIENT HEREBY AGREES THAT IT WILL COMPLY WITH ALL APPLICABLE FEDERAL CIVIL RIGHTS LAWS:**

Federal civil rights laws prohibit discrimination of members, applicants, enrollees, and beneficiaries in any programs or activities that receive Federal financial assistance. Those laws include, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and their respective implementing regulations, and prohibit recipients and subrecipients of Federal financial assistance from discriminating on the basis of race, color, national origin, sex, age, disability, and, in some programs, religious creed or political affiliation or beliefs, in their programs or activities, and in retaliating or engaging in reprisals against individuals for opposing discrimination protected under these laws. In addition to those Federal civil rights laws, other laws may apply to recipients of specific Federal programs, and the Recipient must comply with all applicable Federal civil rights laws. Civil rights laws may be created or amended during the time of the Compliance Period. Recipient agrees to comply with the current laws throughout the Compliance Period.

In pursuit of compliance with those laws, the Recipient shall, but not exclusively, do the following:

1. Provide training to all staff on civil rights requirements and methods of providing meaningful access to individuals with limited English proficiency (LEP) and effective communication and equal access to individuals with disabilities.
2. Provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to LEP individuals.
3. Communicate effectively with people who have vision, hearing, or speech disabilities and provide auxiliary aids and services when needed to individuals with communications disabilities at no cost to the person with a disability.
4. Make all programs and activities provided through electronic and information technology accessible to individuals with disabilities and ensure nondiscrimination in providing services and benefits.
5. Ensure that any newly constructed and altered facilities are physically accessible to individuals with disabilities.
6. Have in place a discrimination complaint process and provide notices of its complaint process, translated into the major primary language groups of the LEP individuals in its service area.
7. Post required nondiscrimination statements and notices.
8. Provide accessible programs, facilities and reasonable accommodations to service participants/customers with disabilities.
9. Provide translation of vital documents for each eligible LEP language group that constitutes at least 5 percent or 1,000 individuals, whichever is less, of the population eligible to be served or likely to be encountered in the recipient's service area.

**Be sure to complete information on reverse side or next page.**





Recipient identifies the following person as the contact to assist in complying with Civil Rights Compliance Requirements:

Name Karen Domagalski		Title Operations Manager
Telephone Number 414.223.1207	Email Address karen.domagalski@milwaukeecountywi.gov	

Recipient identifies the following person to assist in complying with all applicable limited English proficiency requirements (may be the same person):

Name Karen Domagalski		Title Operations Manager
Telephone Number 414.223.1207	Email Address karen.domagalski@milwaukeecountywi.gov	

Recipient agrees to comply with civil rights monitoring reviews, including providing access to records and requested files related to membership, enrollment and services in the program or activity maintained by the Recipient and, to the extent within its authority, arranging for interviews with staff, clients and applicants for services, subrecipients, and referral agencies. Recipient agrees to cooperate with the State Agency or State Agencies in developing, implementing, and monitoring corrective action plans that result from substantiated civil rights deficiencies.

By signing on behalf of Recipient, I state that I am authorized to bind Recipient to the terms of this Assurance and to commit the Recipient to the above provisions.

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SIGNATURE – Authorized Representative

Date

Karen Domagalski, Operations Manager

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Print Name and Title



<b>CONTRACT FORM</b> 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
<b>Mail to:</b> Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								<b>CONTRACT TYPE</b>			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service			
								Preliminary		Final	
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Medical Examiner								490		4900	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
NAME OF VENDOR						ADDRESS					
Kenosha County Department of Human Services						8600 Sheridan Road, Suite 100					
						Kenosha, WI 53143-6507					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date      end date		(IN MONTHS)		CHANGE		AMOUNT			
		01/01/18      12/31/22		60							
<b>ACCOUNTING INFORMATION</b>											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2018							3599				\$ 50,000.00
2019							3599				\$50,000
2020							3599				\$ 50,000.00
2021							3599				\$ 50,000.00
2022							3599				\$ 50,000.00
<b>PURPOSE OF CONTRACT</b>											
Provide autopsy and consulting support to Racine County.											
Was County Board approval received prior to contract execution or contract amendment or extension? <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> <input checked="checked" type="checkbox"/> X         </div> <div>           If YES, give County Board File No. _____ Date Approved <u>passive review</u> </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;"> <input type="checkbox"/> </div> <div>           If NO, why is County Board approval not required? <u>pending in May 2018 cycle</u> </div> </div>											
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)?										<input checked="checked" type="checkbox"/> x YES <input type="checkbox"/> NO	
Is Vendor a certified professional service DBE?										<input type="checkbox"/> YES <input checked="checked" type="checkbox"/> x NO	
Karen Domagalski				03/20/18		Operations Manager					
Prepared By				Date		Title					
						Operations Manager					
Signature of County Administrator				Date		Title					

