

MEDICAL SERVICES AGREEMENT
Term and Supply Contract

THIS AGREEMENT made as of the 16th day of June, 2014, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter referred to as "the County") and **THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERSITY PHYSICIANS** (hereinafter referred to as "University"), One Hospital Drive M263 MSB, Columbia, MO 65212.

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of its citizens to contract for the services of neuropathology consultation to assist the County's Office of the Medical Examiner with specialized brain examination and neuropathology services, as may from time to time be needed, at the direction of the Medical Examiner; and,

WHEREAS, University, shall provide specialized neuropathology services and consultation through its representative, Dr. Douglas C. Miller, Clinical Professor of Pathology and Anatomical Sciences, who has the knowledge and expertise to carry out these duties and is ready, willing, and able to provide such services; and

WHEREAS, this Medical Services Agreement was authorized by the Jackson County Legislature pursuant to Resolution 18544, dated June 16, 2014;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. University shall provide neuropathology services necessary to the

FILED
AUG 07 2014
MARY JO SPINO
COUNTY CLERK



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operation of the Jackson County Medical Examiner's Office at such times as needed, at the Medical Examiner's direction.

2. The County shall pay University at the rate of \$500.00 per case for services performed under this agreement.

3. University shall be entitled to the reimbursement of its ordinary and necessary expenses incurred his performance of duties under this Agreement, including special stains, processing and shipping fees, if needed.

4. University shall invoice the County for its fees and expenses on a monthly basis and said invoices shall be paid by the County promptly upon receipt.

5. If follow-up services, such as court testimony, are required by the County as a result of University's performance of its duties under this Agreement, it shall make itself available for such services, at a fee to be negotiated between University and the requesting party.

6. It is agreed that University shall secure adequate professional liability insurance. Each party agrees to give the other party notice of any malpractice liability claim made or litigation instituted against the other party which might affect the other party.

7. This Agreement may be terminated by either party hereto by giving a thirty (30) day notice in writing to the other party of its intent to cancel.

8. University shall work as an independent contractor and not as an employee of the County, and shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. University shall report all earnings received hereunder as gross income, and

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

JACKSON COUNTY, MISSOURI

CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF UNIVERSITY PHYSICIANS

By MDS
Michael D. Sanders
County Executive

By [Signature]
Tax ID No. 43-6003859

Lisa J. Wimmenauer
Assec. Director, Business Services

**APPROVED
AS TO
LEGAL FORM**
7/15/14 [Signature]

APPROVED AS TO FORM:

[Signature]
W. Stephen Nixon
County Counselor

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

August 1, 2014
Date

[Signature]
Director of Finance and Purchasing
Account No. 002-2001-56060

ATTEST:

[Signature]
Clerk of the County Legislature