

Project #21700047

**Interagency Service Agreement
Forensic Autopsy Services**

**Between
Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
Jackson County Medical Examiner
950 East 21st Street
Kansas City, MO 64108**

In consideration of the mutual agreements contained herein, the Jackson County Medical Examiner ("Contractor") agrees to provide services for the Missouri Department of Corrections, Division of Adult Institutions ("Department") under the following terms and conditions hereby agreed upon:

1. Effective March 8th, 2021, the contractor agrees to provide services in accordance with the specifications listed herein. The contractor shall agree that the language of this Interagency Service Agreement shall govern in the event of a conflict with provisions in the Scope of Work (Exhibit A).
2. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Department. The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
3. Each party shall be responsible for any injury or damage occurring as result from its own employees', agents', and representatives' acts or omissions during the performance of duties agreed to herein. By so agreeing, neither party waives any of the protection afforded it as a public body of the State of Missouri. The parties agree to be responsible hereunder only to the extent they would otherwise be liable under the provisions of section 537.600 et seq., RSMo. The parties herein further agree that any subcontractor of the Contractor shall indemnify, save, and hold the Department, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to this agreement.
4. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees, and assignees.
5. The Contractor shall provide all equipment and supplies required for the provision of the services. The Contractor shall provide all necessary and required insurance for the Contractor's employees and equipment of the Contractor unless otherwise indicated herein. The Department shall not be liable in the event of loss and/or shrinkage, and/or damage of any of the Contractor's equipment or supplies. Title to any leased and/or purchased supplies and equipment procured by the Contractor as a result of this agreement shall be held by and vested in the Contractor.

FILED
APR 04 2022
MARY JO SPINO
COUNTY CLERK

13. The Department shall not assume any payment obligations should the agreement be terminated, however, the Contractor shall receive just and equitable compensation for the work completed pursuant to the agreement prior to the effective date of the termination.
14. The contractor must submit an itemized invoice for services provided to the Department by the 10th working day of the month for services provided the following month. The invoice should include the following:
 - Date of Service
 - Offender Name
 - Offender Number
 - Institution

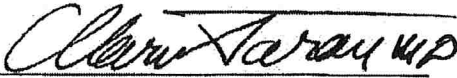
The Contractor shall submit invoices to:

Missouri Department of Corrections
Accounts Payable
PO Box 236
Jefferson City, MO 65102

15. The parties shall agree that any change to this agreement, including those that are necessary as a result of a statute, rule or regulation, or court order adopted after the effective date of this agreement, shall be accomplished by written and signed amendment between the parties.
16. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. This agreement may be renewed for five (5) additional one-year periods. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties.
17. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach of, other whether express or implied, shall not constitute consent to, waiver of or excuse for any other different or subsequent breach.
18. Further, it is agreed upon by the parties that this agreement shall terminate on the part of all parties in any of the following events:
 - a. At 11:59 p.m. on March 7, 2022.
 - b. Upon receipt of written notification from the Department of the failure of the contractor and/or their staff to abide by all Department policies and procedures.

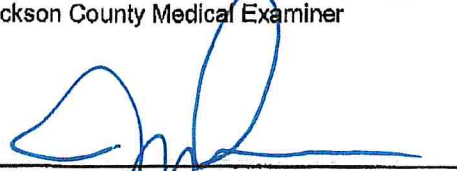
c. Following receipt of thirty (30) days written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:



Dr. Marius Tarau, Chief Medical Examiner
Jackson County Medical Examiner

10/21/2020
Date



Jeff Norman, Director
Division of Adult Institutions
Missouri Department of Corrections

10/21/20
Date



Anne Precythe, Director
Missouri Department of Corrections

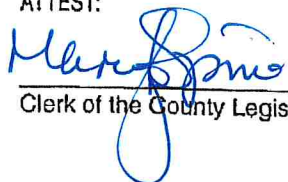
10/28/20
Date

APPROVED AS TO FORM



County Counselor

ATTEST:



Clerk of the County Legislature

**Forensic Autopsy Services
EXHIBIT A**

SCOPE OF WORK

AGREEMENT BETWEEN THE JACKSON COUNTY MEDICAL EXAMINER (CONTRACTOR) AND THE MISSOURI DEPARTMENT OF CORRECTIONS (DEPARTMENT)

- 1.1 The Contractor shall provide forensic services on an as needed, if needed, basis at the request and to the sole satisfaction of the Department for offender deaths (hereinafter referred to as cases), expected or unexpected, from long term chronic disease, suicide, or execution.
- 1.2 The Department makes no guarantee as to the minimum or maximum number of forensic autopsy services required.
- 1.3 During the duration of the agreement, the Contractor must perform autopsy services provided by a physician with a license to practice medicine in the State of Missouri pursuant to Chapter 334 RSMo and who is board certified in pathology.
- 1.4 The Contractor shall provide forensic autopsy services for each case which shall include:
 - a. Consultation.
 - b. Postmortem examination (anatomical necroscopy).
 - c. Macroscopic and microscopic examination of tissues and organs.
 - d. Review for sexual assault.
 - e. Radiographic imaging as deemed necessary by the Contractor, and/or as requested by the Department.
 - f. Toxicological examination as deemed necessary by the Contractor, and/or as requested by the Department.
- 1.5 The Contractor shall permit the Department to have a representative (e.g., investigator, internal affairs officer, or other designee of the Department Director) present during the postmortem examination.
- 1.6 The Contractor shall submit a written report of findings for each case to the Missouri Department of Corrections, Director, Division of Adult Institutions, 2729 Plaza Drive, PO Box 236, Jefferson City, Missouri 65102 within a reasonable period of time which shall include, but not be limited to, the following information:
 - a. The cause of death.
 - b. Whether or not a crime occurred in connection with the death.
 - c. A review of the quality of care and treatment as it may relate to the death.
 - d. Whether or not there was an indication of sexual assault.
- 1.7 If required by the Department in certain circumstances, the Contractor shall provide a preliminary verbal or written report.

- 1.8 The Contractor shall provide services on the Contractor's premises for multiple institutions within the state, which shall include, but not be limited to the following:
- a. Chillicothe Correctional Center
 - b. Kansas City Reentry Center
 - c. Maryville Treatment Center
 - d. Western Missouri Correctional Center
 - e. Western Reception & Diagnostic Correctional Center
- 1.9 The Contractor shall understand and agree that cases may be referred to another contractor at the sole discretion of the Department.
- 1.10 The Department shall be responsible for the removal, transfer, and transport of the inmate remains for each case from the Department to the Contractor's location once a formal release is obtained from the coroner and/or responsible authority. In instances when an inmate passes away while not located in one of the Department institutions but within the boundaries of the State of Missouri (e.g. hospital, county jail, or in transit between institutions), the Department shall proceed with transfer of the inmate remains to the Contractor's location utilizing transportation services available in that county pursuant to all jurisdictional guidelines governing the location of death. Upon conclusion of the autopsy, the Contractor will release the remains and the Department shall be responsible for the removal, transfer, and transport of the inmate remains to the persons or agency having final responsibility for disposal.
- 1.11 For the services identified herein, the Contractor shall be paid a firm, fixed price of \$1,500.00 per forensic autopsy. All costs associated with providing the forensic autopsy services, including all toxicology, microbiology, and x-ray charges, shall be included in the firm, fixed price.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/go_1185221378150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Violent Death and Overdose Death Surveillance and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Frank White Jr.
Authorized Representative's Name (Please Print)

[Signature]
Authorized Representative's Signature

Jackson County
Company Name (if applicable)

1/27/2019
Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Frank White, Jr.
Authorized Business Entity Representative's
Name (Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

Jackson County
Business Entity Name

11/27/2019
Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/ce_1183221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name
Frank White Jr.

Title
Jackson County Executive

Date
11/27/2019

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 26th of November 2019. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Jackson, State of
(NAME OF COUNTY)
Missouri, and my commission expires on February 28, 2020.
(NAME OF STATE) (DATE)

Signature of Notary
C. Howard

Date
11.26.2019

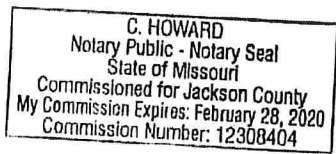


EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

Frank White Jr.
Authorized Business Entity Representative's
Name (Please Print)

[Signature]
Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number _____

E-Mail Address _____

Jackson County
Business Entity Name

11/27/2019
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

[Signature]
Buyer

12/3/19
Date

From: [Kandi L. Brooke](#)
To: beth.lambert@doc.mo.gov
Cc: [Lute, Morgan](#)
Subject: RE: EXTERNAL 20-0929 MO DOC Contract - 21708067
Date: Wednesday, October 21, 2020 3:43:00 PM
Attachments: [2020 Missouri State Dept of Corrections R. 20520.pdf](#)

Hello Beth,

Please find attached signed MO DOC contract for forensic services provided by the Jackson County Medical Examiner's Office. Exhibit A also included.

Let me know if you need any other information.

Thank you,

Kandi L. Brooke

Administrative Supervisor

From: Lute, Morgan <Morgan.Lute@doc.mo.gov>
Sent: Monday, October 05, 2020 7:45 AM
To: Kandi L. Brooke <KBrooke@jacksongov.org>
Subject: RE: EXTERNAL 20-0929 MO DOC Contract - 21708067

Yes, this will work. Thank you!

Morgan

Missouri Department of Corrections
FMU/Purchasing Section

From: Kandi L. Brooke <KBrooke@jacksongov.org>
Sent: Thursday, October 1, 2020 4:52 PM
To: Lute, Morgan <Morgan.Lute@doc.mo.gov>
Subject: RE: EXTERNAL 20-0929 MO DOC Contract - 21708067

Hello Morgan,

The attached is "Exhibit A" that was submitted with another State of Missouri contract. Let me know if this is sufficient. If so, I can get the contract straight down to the County Counselor's for signatures.

Thank you. Have a great evening.

Kandi L. Brooke

Administrative Supervisor

From: Lute, Morgan <Morgan.Lute@doc.mo.gov>
Sent: Tuesday, September 29, 2020 11:46 AM
To: Kandi L. Brooke <KBrooke@jacksongov.org>
Subject: EXTERNAL 20-0929 MO DOC Contract - 21708067

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning!

In addition to the contract document, the attached exhibit will also need to be completed and returned to us as well.

Have a great day!

Morgan

Missouri Department of Corrections
FMU/Purchasing Section

From: Lute, Morgan
Sent: Tuesday, September 22, 2020 7:56 AM
To: 'KBROOKE@JACKSONGOV.ORG' <KBROOKE@JACKSONGOV.ORG>
Subject: 20-0922 MO DOC Contract - 21708067

The Purchasing Section is requesting your review and assistance in obtaining Jackson County Medical Examiner approval signature(s) on the attached contract.

If acceptable, please complete, sign, date, and return the attached contract via e-mail (Beth.Lambert@doc.mo.gov) or fax (573-522-1562) to the attention of Beth Lambert, Purchasing Section. Or, if you prefer a document with original signatures, please print two (2) originals, obtain/apply approval signature(s) and mail both originals to the Purchasing Section (address below).

Once Missouri Department of Corrections' approvals have been applied, a signed copy will be sent to you.

Thank you,

Morgan Lute

Missouri Department of Corrections

FMU/Purchasing Section

2729 Plaza Drive, P.O. Box 236

Jefferson City, MO 65102

Morgan.Lute@doc.mo.gov

Telephone: (573)526-3268 Fax: (573)522-1562