

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Interagency Service Agreement for Forensic Autopsy services with the State of Missouri Department of Corrections, for compensation payable to Jackson County.

RESOLUTION NO. 20520, October 12, 2020

INTRODUCED BY Jeanie Lauer, County Legislator

WHEREAS, by Resolution 13349, dated September 11, 2000, the Legislature did authorize an Agreement with the Missouri Department of Corrections for the furnishing of forensic autopsy services on an as-needed basis by the Jackson County Medical Examiner's Office, for compensation payable to Jackson County; and,

WHEREAS, this agreement has been reauthorized and renewed annually since that time; and,

WHEREAS, the Missouri Department of Corrections desires to extend this Agreement for another annual term; and,

WHEREAS, the County's Medical Examiner, Dr. Marius Tarau, is fully qualified, ready, and willing to provide these services to the State of Missouri Department of Corrections and recommends the renewal of the Agreement; and,

WHEREAS, the attached Interagency Service Agreement for Forensic Autopsy Services with the State adequately sets out the rights and obligations of each party related to these as-needed medical examiner services; now therefore,

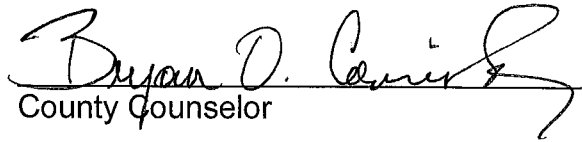
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute on behalf of the County the attached Agreement with the Missouri Department of Corrections for medical examiner services, for compensation payable to the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20520 of October 12, 2020, was duly passed on October 19, 2020 by the Jackson County Legislature. The votes thereon were as follows:

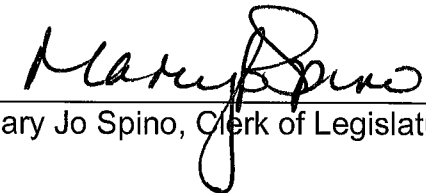
Yeas 8

Nays 0

Abstaining 0

Absent 1

10-19-2020
Date



Mary Jo Spino, Clerk of Legislature

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder 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/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

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 _____ (IFB Number) 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 Department with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A, 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.

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder 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/gc_1185221678150.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 bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder'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 A, 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 Department 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 bidder's name and the MOU signature page completed and signed by the bidder 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 Department** 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)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

Interagency Service Agreement
Forensic Autopsy Services

Between
Missouri Department of Corrections
Division of Adult Institution
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.

6. This agreement shall not be intended to create any rights, liberties, interests, nor entitlements in favor of any incarcerated offender. The agreement shall be intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any person or entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
7. The Contractor, its employees, and others acting under the Contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, current or hereafter adopted, regarding operations and activities in or about all Department property.
8. The Contractor understands that the Department is prohibited by statute from doing business with any offender committed to or supervised by the Department, or family members of any offenders committed to or supervised by the Department.
9. The Contractor shall maintain appropriate records. The Contractor shall provide to the Department all records and reports deemed necessary, appropriate, and within the customary legal limits. Pertinent records shall be made available to the Department and the Missouri State Auditor for audit.
10. The Contractor shall agree and understand that all information gained as a result of performance under this agreement shall be confidential and that no information, reports, documentation, or material prepared by the Contractor solely pursuant to the provisions of this agreement shall be released to the public without the prior written consent of the Department. The Contractor shall not disclose any identifiable information about any individual encountered during the work performed under this agreement.
 - a. The Contractor shall not use the name, logo or other identifying marks of the Department on any materials produced or issued, without the prior written approval of the Department.
 - b. The Contractor shall understand and agree that the records, files and documentation provided to the Contractor by the Department shall be confidential.
11. The Contractor understands that the State of Missouri is not obligated for any payments under the terms of this agreement unless funds have been officially encumbered in accordance with the provisions of Chapter 33, RSMo. The Contractor understands and agrees that the act of obtaining a certified encumbrance of funds and that any payment due under the terms of this agreement shall be the sole responsibility of the Department for whom services are being purchased and furnished. The Contractor agrees that the encumbrance document, State of Missouri Purchase Order Form MO 300-1495, shall not constitute nor be construed as an amendment to this agreement.
12. In any instance when an additional source of funding is available to the Contractor, through public and/or private sources, that is intended to offset a portion of the service cost, the total obligation due to the contractor shall be reduced by the amount of the funding received. In such instances, the agreement shall be amendment to reflect such change.

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

Date

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

Date

Anne Precythe, Director
Missouri Department of Corrections

Date

**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.