

Res 243  
Sijunferact

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

| <b>DEPARTMENT</b><br>Medical Examiner  | <b>CONTRACT/ADDENDUM #:</b><br>12097  |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
|--|---|--|--|----------|---|--|---|-------------------------------------|-----|--------------------------|--------------------------|----------|--------------------------|--------------------------|-----------|--------------------------|--------------------------|-------------------|--------------------------|--------------------------|----------------------|--------------------------|--------------------------|---------------|--------------------------|--------------------------|--------|--------------------------|
| 1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Contract</th> <th style="width: 40%;">If Addendum, please include original contract number</th> <th style="width: 30%;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><input type="checkbox"/></td> </tr> </table> | Contract   | If Addendum, please include original contract number | Addendum | ↓ |  | ↓ | <input checked="" type="checkbox"/> | POS | <input type="checkbox"/> | <input type="checkbox"/> | Co Lesse | <input type="checkbox"/> | <input type="checkbox"/> | Co Lessor | <input type="checkbox"/> | <input type="checkbox"/> | Intergovernmental | <input type="checkbox"/> | <input type="checkbox"/> | Purchase of Property | <input type="checkbox"/> | <input type="checkbox"/> | Property Sale | <input type="checkbox"/> | <input type="checkbox"/> | Other: | <input type="checkbox"/> |
| Contract   |   | If Addendum, please include original contract number | Addendum   |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| ↓  |   |  | ↓  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input checked="" type="checkbox"/>  |   | POS  | <input type="checkbox"/>                             |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   |   | Co Lesse   | <input type="checkbox"/>                             |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   | Co Lessor   | <input type="checkbox"/>                             |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   | Intergovernmental   | <input type="checkbox"/>                             |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   | Purchase of Property  | <input type="checkbox"/>                             |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   | Property Sale   | <input type="checkbox"/>                             |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| <input type="checkbox"/>   | Other:  | <input type="checkbox"/>                             |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 3. Term of Contract or Addendum: From: <u>01/01/2015</u> To: <u>12/31/2018</u>   |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 4. Amount of Contract or Addendum <b>\$250,000.00</b>  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 5. Purpose:<br>Provide forensic toxicology services  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 6. Vendor or Funding Source: <b>American Institute of Toxicology</b>   |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 7. MUNIS Vendor Code: <b>#199</b>  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 8. Bid/RFP Number: <b>113100</b>   |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 11. Account No. & Amount, Org. & Obj. <u>MEDEXAM 30860</u> Amount \$ <u>250,000.00</u><br>Account No. & Amount, Org. & Obj. _____      Amount \$ _____<br>Account No. & Amount, Org. & Obj. _____      Amount \$ _____   |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution.<br>If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>#243</u> |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |
| 14. Director's Approval <i>[Signature]</i>   |   |  |  |          |   |  |   |                                     |     |                          |                          |          |                          |                          |           |                          |                          |                   |                          |                          |                      |                          |                          |               |                          |                          |        |                          |

### CONTRACT REVIEW/APPROVALS

| Initials                               | Ftnt  | Date In           | Date Out          |
|--|-------|-------------------|-------------------|
| <i>[Signature]</i> Received            | _____ | <u>12-26-14</u>   | _____             |
| <i>[Signature]</i> Controller          | _____ | _____             | <u>12/30/14</u>   |
| <i>[Signature]</i> Corporation Counsel | _____ | <u>12/29/14</u>   | <u>12/29/14</u>   |
| <i>[Signature]</i> Risk Management     | _____ | <u>12/29/14</u>   | <u>12/29/14</u>   |
| <i>[Signature]</i> ADA Coordinator     | _____ | <u>12/29/14</u>   | <u>12/29/14</u>   |
| <i>[Signature]</i> Purchasing Agent    | _____ | <u>12/26/2014</u> | <u>12/26/2014</u> |
| _____ County Executive                 | _____ | _____             | _____             |

### VENDOR

|   |
|---|
| <b>Vendor Name &amp; Address</b><br>American Institute of Toxicology<br>2265 Executive Drive, #A<br>Indianapolis IN 46241 |
| <b>Contact Person</b><br>Lyle Liechty   |
| <b>Phone No.</b><br>317-715-0458  |
| <b>E-mail Address</b><br>LLiechty@aitlabs.com   |

**Footnotes:**

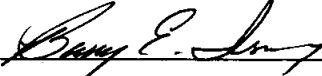
1. \_\_\_\_\_
2. \_\_\_\_\_

|   |
|---|
| <b>Return To:</b> Name/Title: <u>Barry Irmen, Director of Operations</u> Dept.: <u>Medical Examiner</u> |
| Phone: <u>608-284-6000</u> Mail Address: <u>PSB, 115 W Doty St, Rm 2144</u>                             |
| E-mail: <u>irmen@countyofdane.com</u> <u>Madison WI 53703</u>   |

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

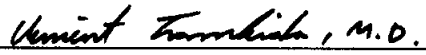
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 12-9-2014 Signed:   
 Telephone Number: 608-284-6000 Print Name: Barry E. Irmen, Director of Operations

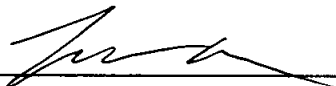
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 12/9/14 Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 12/23/14 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 12/29/14 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 16  
Agreement No. 12097  
Expiration Date: December 31, 2018  
Authority: Res. \_\_\_\_\_, 2013-2014  
Department: Medical Examiner's Office  
Maximum Cost: \$250,000  
Registered Agent: National Corporate Research,  
Ltd.  
Address: c/o Dane County Title Company, Inc.  
901 South Whitney Way, Madison, Wisconsin  
53711

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and American Institute of Toxicology, Inc. d/b/a AIT Laboratories (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 115 W. Doty St., Room 2144, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of providing forensic toxicology services; and

**WHEREAS** PROVIDER, whose address is 2265 Executive Drive, Indianapolis, IN 46241, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
  - B. The following shall constitute grounds for immediate termination:
    - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
    - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
    - 3. failure of PROVIDER to comply with reporting requirements contained herein.
    - 4. inability of PROVIDER to perform the work provided for herein.
  - C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
  - D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this

Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE.
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  1. When the Maximum Cost of the Agreement is less than \$5,000;
  2. When the provider is a school district, a municipality, or other unit of government;
  3. When the County is purchasing residential services at an established per bed rate;
  4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  5. When an individual receives compensation for providing services to a family member;
  6. When employees are student interns;
  7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.



E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: 12/19/2014       VP/CFO

Date Signed: \_\_\_\_\_

\*\*\*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_      \_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_      \_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 11/08

## SCHEDULE A.

### 1. Term.

- a. At the end of the Term set forth in Section I of the Agreement , the parties may elect to extend the Agreement under the same terms and conditions, for one additional two year term by executing an addendum.
- b. To be eligible for the 2 year extension, PROVIDER must give COUNTY a revised price list for the services set forth below that is at a minimum 10% less than the standard PROVIDER prices at the time of execution of the addendum. The revised price list will be included in the addendum and must be in effect for the entire 2 year term of the contract extension.

### 2. General Administration & Training.

- a. Within 7 (seven) calendar days of the parties' execution of the Agreement, PROVIDER will schedule a kickoff meeting with COUNTY. The parties agree that the purpose of the meeting will be to review proposed procedures that would govern the administration of the services provided herein.
- b. Upon request, PROVIDER will develop instructions and protocol for the start-up and implementation of the lab testing.
- c. PROVIDER will also set up regularly monthly or quarterly meetings as needed to review expectations, evaluate services and provide quarterly positivity reports and/or other data analysis requested by COUNTY. PROVIDER will also assist at no charge with educational seminars and speaking engagements.

### 3. Client Services.

- a. Testing. PROVIDER agrees to provide tests on blood, urine, vitreous humour and tissue samples upon request by COUNTY. PROVIDER will also provide testing for parent cocaine in the vitreous humour if cocaine metabolites are discovered in the blood or tissues. PROVIDER will further provide testing for 6-monoacetylmorphine in vitreous if morphine is present in the blood. PROVIDER acknowledges the need to minimize the amount of specimen that is used during analysis, and shall conduct the testing in a manner that would comply with this requirement.
- b. Ordering and Collection Processes. PROVIDER will receive samples Monday through Friday and conduct testing seven (7) days per week. PROVIDER agrees that its work will be documented and legally defensible with a chain of custody process. PROVIDER's chain of custody process is outlined as follows:
  - i. Prior to testing, COUNTY is required to complete and submit a written forensic requisition form. COUNTY agrees it will properly complete the requisition form.
  - ii. The following account information must be included on the requisition form:
    1. Full name
    2. Mailing address of agency
  - iii. Chain of Custody Information
    1. Signatures are required to maintain PROVIDER's Chain of Custody.

2. A signature is required of the person by whom the specimens were obtained or sent to the laboratory, investigator, pathologist and submitting official.
3. COUNTY agrees that if the Chain of Custody is not filled out completely, PROVIDER is not authorized to proceed with testing.

iv. Test Request Information

1. Type of test(s) that is being requested

v. Subject Information

1. Subject's first and last name
2. Date of death
3. Agency case number
4. Sex, Age

vi. Specimens Submitted

1. Type of specimen – whether it is to be tested
2. Date the specimen was collected
3. A barcode sticker is to be affixed to each specimen container
4. Volume provided
5. Brief Case History

c. **Supply Kits.** PROVIDER will provide toxicology and OWI/DUI supply kits which will include all containers necessary for routine specimen collection. In addition to the specimen containers, the kits will contain all materials necessary for shipping and paperwork to ensure that a proper chain of custody is maintained. PROVIDER will provide supply kit seals, biohazard bags and shipping labels. The contents of the supply kits are outlined below. PROVIDER will provide additional seal, and biohazard bags to facilitate packaging changes at the COUNTY. The table below describes the kits in further detail:

| Container/s:        | Preservative:         | Matrix:        | Volume needed:    |
|---------------------|-----------------------|----------------|-------------------|
| 2 gray top tubes    | Contains preservative | Blood          | 10 mL             |
| 1 red top bottle    | Contains preservative | Blood/Gastric  | 20 mL/10-20 grams |
| 1 yellow top bottle | No preservative       | Urine/Bile     | 20 mL/20-30 mL    |
| 1 white top tube    | No preservative       | Vitreous Fluid | 1 mL              |

- d. **Shipping, Receiving, Accessioning and Storage, Handling and Return of Specimens.** Specimen pick-up service is provided by an overnight courier service with Federal Express overnight, and is included at no additional charge to the COUNTY. PROVIDER will provide legal chain-of-custody procedures that comply with state and federal legislation and case law. PROVIDER will notify the County and the Medical Examiner in writing in the event that their chain of custody procedures or testing procedures are successfully challenged in any court, in any state. This notification will occur within 60 days of the successful challenge.
- i. Specimens will be received into the laboratory with documentation of the following:
    - 1. Date, time, and manner of delivery
    - 2. "Received By" information
    - 3. Condition of package/container (intact and sealed, damaged, etc.)
  - ii. Following receipt, the specimens are individually accessioned with documentation of the following:
    - 1. Date and time of accessioning
    - 2. Accessioner's name
    - 3. Identification of each specimen and matching with client identification of specimen
    - 4. Assignment of accession number (unique to the case and specimen)
  - iii. Following accessioning, the specimens are maintained in refrigerated temporary storage until final testing is completed. PROVIDER will preserve specimens for a minimum of one year, or as requested.
  - iv. Following completion of testing, PROVIDER shall preserve specimens tested up to one year or as requested.
  - v. All specimens are maintained in refrigerated temporary storage until final testing is completed. Samples will be stored appropriately to ensure against loss, contamination or deleterious change. Files concerning the results of specimen analysis will be retained by the Laboratory for a minimum of seven (7) years from the date of issue.
  - vi. PROVIDER will work diligently to maintain a ten (10) business days turnaround time from receipt of sample to the issuance of results. Test results are available on-line via the PROVIDER secure web portal, by fax or US mail.
- e. **Storage and Security.** PROVIDER will store all cases for one (1) year after the date of initial report in locked and secured long-term frozen storage unit. PROVIDER understands that specimen security is of the utmost concern to COUNTY, and hereby represents that it has implemented appropriate security measures. PROVIDER will provide long-term storage solution with temperature monitored 24 hours a day. All specimens will be maintained in accordance with best forensic practices. Samples will be stored appropriately to ensure against loss, contamination or deleterious change. At the request of COUNTY, PROVIDER shall provide the option of extending the storage of any cases beyond the initial one year date. PROVIDER shall provide this option at no additional cost for the first five (5) cases requested per year to be stored longer

than the initial one year date. If COUNTY fails to utilize its allotment of 5 cases to be stored for an extended period at no cost in any given year, COUNTY will have the option to rollover its allotment to the subsequent year upon written notice to PROVIDER. Any additional requests shall be handled according to Schedule B.

- f. **Additional Testing**. PROVIDER and COUNTY agree to develop a mutually agreeable system to track COUNTY requests for additional testing. Until such a system is in place, PROVIDER agrees that COUNTY requests for additional testing must be acknowledged by a return email or correspondence as soon as possible after such request is made. Costs for additional test shall adhere to the price schedule in Schedule B.
- g. **Tissue Donor Testing**. PROVIDER agrees to follow the invoicing procedures for testing on tissue donors in the manner set forth in Schedule B.5.. PROVIDER agrees to follow the invoicing procedures set forth in Schedule B.5. for any testing that COUNTY identifies as being requested through the Rock County Medical Examiner's Department.

4. **Ancillary Services – Consultation & Testimony**. PROVIDER will provide testimony via telephone, videoconference, or in person if required by the court. PROVIDER will provide a Litigation Specialist who will assist COUNTY with its needs regarding testimony (i.e. subpoenas, litigation packages, and scheduling testimony). This Litigation Specialist is available by phone to answer questions from 8am EST to 6pm EST. PROVIDER will facilitate, pre-arranged calls with a toxicologist to answer specific case related questions. For technical consultation, PROVIDER' staff can be contacted toll free at 800-875-3894, option 1 or via email at [FBUCS@aitlabs.com](mailto:FBUCS@aitlabs.com). PROVIDER's fees related to the provision of testimony are set forth in Schedule B.

5. **Availability & Contact Information**.

- a. PROVIDER will have Forensic Business Unit ("FBU") client service representatives available to answer questions by phone from 8am EST to 8pm EST.
- b. PROVIDER will be available to COUNTY staff from 8am EST to 8pm EST (and on call 24x7). PROVIDER will provide contact information to the COUNTY within seven calendar days of the parties' execution of the Agreement, including after hours contact information.
- c. PROVIDER designates the following individual as the point of contact for any issues related to this agreement:
  - i. Lyle M. Liechty, Business Development Manager'  
AIT Laboratories  
2265 Executive Drive'  
Indianapolis, IN 46241  
Phone and Fax 317-715-0458  
Mobile phone 317-646-2041  
[lliechty@aitlabs.com](mailto:lliechty@aitlabs.com)
- d. COUNTY designates the following individual as the point of contact for any issues related to this agreement:

i. Barry Irmen  
Director of Operations  
Medical Examiner's Office  
Public Safety Building  
Room 2144  
115 W. Doty Street, Madison, WI 53703  
Tel: (608) 284-6000

## Schedule B

1. **Price Guarantee.** PROVIDER represents that the prices listed below are **10% less** than the current, standard PROVIDER list prices. These prices are guaranteed by PROVIDER for the initial 3 year contract term. After three years, by addendum, the COUNTY and PROVIDER can extend the contract for one additional two year term. To be eligible for the 2 year contract extension, PROVIDER must give COUNTY a revised price list that is at a minimum 10% less than the current, standard PROVIDER list prices at the time of execution of the addendum. The revised price list will be included in the addendum and must be in effect for the entire 2 year term of the contract extension.

| <b>Test/Panel Offering</b>     | <b>Price per Test</b> |
|--------------------------------|-----------------------|
| Drugs of Abuse Panel - Blood   | \$120                 |
| Drugs of Abuse Panel - Urine   | \$120                 |
| Drugs of Abuse Panel - Tissue  | \$180                 |
| Comprehensive Panel - Blood    | \$160                 |
| Comprehensive Panel - Tissue   | \$220                 |
| Vitreous Electrolyte Panel     | \$75                  |
| Carbon Monoxide - Blood        | \$55                  |
| Synthetic Cannabinoids - Blood | \$150                 |
| Synthetic Cannabinoids - Urine | \$60                  |
| Difluoroethane - Blood         | \$555                 |
| Extended Storage per case/year | \$180                 |

2. **Court Testimony Pricing.** The costs for providing testimony in the manner described in Schedule A, Section 4 are as follows: The full description of litigation support is attached hereto as Attachment A.

Tier 1 – Analyst List Fee: \$100

Tier 2 – Litigation Packet Fee: \$1,000

Tier 3 – Extended Litigation Packet Fee: \$1,500.00

Tier 4 – Full Litigation Packet Fee: \$2,000.00

An hourly fee schedule for Expert Toxicologist Services and for Analysts or Fact Witness Toxicologist Services are set forth in Attachment A. PROVIDER agrees that the total cost of Expert Toxicologist Services in any litigation shall not exceed \$2,000 and the total cost for Analyst or Fact Witness Toxicologist Services in any litigation shall not exceed \$1,500.

### **Collection Process**

AIT Laboratories provides supply kits that include all of the containers necessary for routine specimen collection. In addition to the specimen containers, the kits contain all materials necessary for shipping (box seal, biohazard bag and shipping label, (requisition forms with account #) and paperwork to ensure that a proper chain of custody is maintained. The contents of the supply kits and volume needed are outlined below.

**AIT Laboratories Specimen Volume Requirements**

|                     |   |                |                   |
|---------------------|---|----------------|-------------------|
| 2 gray tubes        | NaF (sodium fluoride potassium oxalate) | Blood          | 10 mL             |
| 1 red top bottle    | NaF (sodium fluoride)                   | Blood/Gastric  | 20 mL/10-20 grams |
| 1 yellow top bottle | No preservative                         | Urine/Bile     | 20 mL/20-30 mL    |
| 1 white top tube    | No preservative                         | Vitreous Fluid | 1 mL              |

3. **Extended Storage.** The cost for storing any case longer than one year shall be \$180.00 per year. PROVIDER waives such costs for the first five (5) cases per year that the County requests to be stored longer than one year. Upon written notice to PROVIDER, COUNTY may elect to rollover its allotment of 5 cases to be stored for an extended period of time at no cost to the subsequent year.

4. **No Other Costs.** All PROVIDER services which have been described herein, but do not have a separate cost item in Schedule B shall be at not cost to COUNTY.

5. **Invoicing.** PROVIDER shall invoice COUNTY for the tests requested in a timely manner. PROVIDER agrees that it shall invoice the Wisconsin Tissue Bank, RTI Donor Services and American Tissue Services Foundation directly whenever a sample is taken from a tissue donor. PROVIDER further agrees to invoice the Rock County Medical Examiner's Department directly whenever COUNTY notifies PROVIDER that a test is being requested by the Rock County Medical Examiner's Department.

6. **Additional Billable Partners.** PROVIDER agrees that the following entities shall be considered "additional billable partners":

- (a) Rock County Medical Examiner's Department;
- (b) Wisconsin Tissue Bank;
- (c) RTI Donor Services;
- (d) American Tissue Services Foundation

PROVIDER agrees to adhere to the pricing guarantee, pricing schedules and fees set forth in Schedule B for any services provided pursuant to this Agreement to the additional billable partners listed above. COUNTY shall not be responsible for any disputes that may arise between any additional billable partner and PROVIDER as a result of this Agreement.



## Schedule C

1. PROVIDER must be compliant with the current test practices in forensic toxicology including ABFT and CAP. Reports from PROVIDER shall contain the following:
  - Agency name, address and case number
  - Name of subject/decedent
  - Chain of custody information
  - Case number
  - Date specimens received and date of report
  - Identification/description of all case samples
  - Method and description of testing performed including test code
  - Quantitative/Qualitative test methods and results for all case specimens
  - Reference ranges (therapeutic), if available, for all test results
  
2. In addition to standard urine and blood analysis/drug testing on each case, PROVIDER shall provide monthly positivity reports, as well as quarterly reports providing compilation of testing results at no additional cost to COUNTY. These reports provide a breakdown of positive test results by drug analyte type and source of the specimen (location) PROVIDER agrees to work with the COUNTY to determine the desired information to be included in these reports.
  
3. Preliminary reporting is also available for most urgent cases and inquiries at no additional cost. Reports will be sent by email to the Director of Operations and by fax. PROVIDER's secured web portal is user friendly and allows clients to easily view reports through secure login.



## FEE SCHEDULE FOR LITIGATION SUPPORT

### FEE SCHEDULE FOR AIT'S EXPERT TOXICOLOGIST SERVICES

- Toxicologist services: \$300 per hour
- Travel expenses/all other costs and expenses: At cost
- Retained (payable at time of Engagement Agreement signing)

### FEE SCHEDULE FOR AIT'S ANALYSTS AND/OR TOXICOLOGIST TESTIMONY SERVICES (FACT WITNESS TESTIMONY) IN RESPONSE TO THE RECEIPT

- Laboratory analyst and/or toxicologist disposition and/or trial testimony services (including preparation time) regarding the test procedure and results originally performed by AIT. The charge per hour applies to all applicable travel and wait time: \$50 per hour/person, plus travel expenses, charged at cost.
- Travel expenses/all other costs and expenses: At cost

### FEE SCHEDULE FOR LITIGATION SUPPORT RECORDS REQUESTS

- Laboratory Test Results Report (per specimen) Fee: \$60
- Billing Records (for the laboratory test & per specimen) Fee: \$50

|   |
|---|
| <b>Tier 1 - Analysis Package Fee: \$100</b>   |
| <b>Services Included</b>  |
| <ul style="list-style-type: none"> <li>• A list of all analysts who performed each task for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results. The fee is per specimen. <b>NOTE:</b> This list does not include billing records or the laboratory test results report.</li> </ul>   |
| <b>Tier 2 - Information Package Fee: \$100</b>  |
| <b>Services Included</b>  |
| <ul style="list-style-type: none"> <li>• A copy of chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li> <li>• A copy of raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li> <li>• Tier 1 information (the analyst list).</li> </ul>  |
| <b>Tier 3 - Extended Information Package Fee: \$100</b>   |
| <b>Services Included</b>  |
| <ul style="list-style-type: none"> <li>• A copy of chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li> <li>• A copy of raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li> <li>• A copy of quality control data for each assay in which the specimen was included.</li> <li>• Tier 1 information (the analyst list).</li> <li>• Calibration data.</li> </ul>  |
| <b>Tier 4 - Full Information Package Fee: \$200</b>   |
| <b>Services Included</b>  |
| <ul style="list-style-type: none"> <li>• A copy of chain-of-custody for each assay in which the specimen was included. This includes all screening assays and confirmation assays resulting in both positive and negative results.</li> <li>• A copy of raw data for each assay in which the specimen was included. This includes the raw data for the specimen of interest only.</li> <li>• A copy of quality control data for each assay in which the specimen was included.</li> <li>• A copy of AIT Laboratories' Standard Operating Procedures outlining the methods utilized in the extraction, screening, confirmation and data analysis for the specimen of interest.</li> <li>• Tier 1 information (the analyst list).</li> <li>• Calibration data.</li> </ul> |