

Dane County Contract Cover Sheet

RES 134
Significant

Dept./Division	Medical Examiner
Vendor Name	Brown County Medical Examiner
Vendor MUNIS #	1007
Brief Contract Title/Description	Intergovernmental Agreement for Medical Examiner Services
Contract Term	January 1, 2020-December 31, 2021
Total Contract Amount	\$ 1,376,761.61

Contract # <small>Admin will assign</small>	14061
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	134
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/6/20		
CA	Controller		7/9/20	approval via email
CAC	Purchasing		7/9/20	approval via email
DG	Corporation Counsel		7/9/20	approval via email
DL	Risk Management		7/9/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Barry Irmén	Name	Troy Streckenbach
Phone #	608-284-6000	Phone #	920-448-4006
Email	irmen@countyofdane.com	Email	
Address	3111 Luds Lane, McFarland WI 53558	Address	305 East Walnut St, PO Box 23600, Green Bay WI 54305-3600

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Barry Irmen	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	7/30/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	7/9/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, July 9, 2020 2:49 PM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14061
Attachments: 14061.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/9/2020 3:14 PM	Approve: 7/9/2020 3:14 PM
	Clow, Carolyn		Approve: 7/9/2020 3:09 PM
	Gault, David	Read: 7/9/2020 2:50 PM	Approve: 7/9/2020 3:09 PM
	Lowndes, Daniel		Approve: 7/9/2020 3:35 PM
	Stavn, Stephanie	Read: 7/9/2020 2:56 PM	

Contract #14061
Department: Medical Examiner
Vendor: Brown County
Contract Description: Medical Examiner Services Agreement (Res 134)
Contract Term: 1/1/20 – 12/31/21
Contract Amount: \$1,376,761.61

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade

Administrative Assistant II
Dane County Department of Administration
Room 362, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

1
2
3 **2020 RES-134**
4

5
6 **AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR MEDICAL**
7 **EXAMINER SERVICES WITH BROWN COUNTY**
8

9 In 2018 Dane County entered into an agreement with Brown County for Administrative,
10 Oversight and Autopsy services for 2018 and 2019. The current agreement expired December
11 31, 2019. Brown and Dane County have negotiated a successor agreement with the same
12 services to be provided and generally include, medical examiner services, office oversight and
13 management, and autopsy medicine services to Brown County. This resolution approves the
14 terms of that agreement.

15 The initial term of the agreement began on January 1, 2020 and will run through December 31,
16 2020. The agreement includes an option to renew the agreement for an additional term by
17 mutual agreement of the parties. During this time, the Dane County Chief Medical Examiner,
18 Deputy Chief Medical Examiner, and Deputy Medical Examiner will serve as the Brown County
19 Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiner. The
20 Medical Examiner's Director of Operations, or his designee, will oversee and manage the day to
21 day operations of the Brown County Medical Examiner's Department and staff.

22 The agreement includes individual case review for each Brown County death investigation and
23 provides for a projected number of autopsies to be performed on an annual basis. The autopsy
24 medicine and case review oversight will generate approximately \$677,059.73 in 2020 and
25 \$699,701.88 in 2021. The agreement allows for negotiation to take place based on the actual
26 number of autopsies conducted if the actual number varies significantly from the projections.

27 The administrative services provided by the Director of Operations or designee will average 23
28 hours per week for the term of the agreement. The agreement fully reimburses the Director's
29 time.

30 The County Executive's proposed 2020 Budget includes the budget adjustments necessary to
31 implement this agreement.
32

33
34 NOW, THEREFORE BE IT RESOLVED that the Dane County Board of Supervisors
35 approves the Intergovernmental Agreement with Brown County to provide Medical Examiner
36 services beginning on January 1, 2020; and ending on December 31, 2021.
37

38 BE IT FINALLY RESOLVED that County officials are authorized to take appropriate
39 actions to implement the terms of this resolution.

June 17, 2020

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN
COUNTY FOR MEDICAL EXAMINER SERVICES
(HEREAFTER REFERRED TO AS THE "CONTRACT")**

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By:



TROY STRECKENBACH,
COUNTY EXECUTIVE

Date Signed: 6/18/2020

20-045R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Medical Examiners 2020 budget has sufficient funds to cover the increase expense of \$31,000.

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-27-2020
REQUEST TO: Public Safety
MEETING DATE: 06-02-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: New resolution Revision to resolution
 New ordinance Revision to ordinance

TITLE: RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED: INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY FOR MEDICAL EXAMINER SERVICES

ISSUE/BACKGROUND INFORMATION:
Resolution Approving Medical Examiner Services

ACTION REQUESTED:
Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund. The Medical Examiners 2020 budget has sufficient funds to cover the increase expense of \$31,000.*

Is it currently budgeted? Yes No N/A (if \$0 fiscal impact)
a. If yes, in which account? _____
b. If no, how will the impact be funded? General Fund
c. If funding is from an external source, is it one-time or continuous?

2. Please provide supporting documentation of fiscal impact determination.

COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

118

INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY FOR
MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into by and between Dane County, whose address is c/o Medical Examiner's Office, 3111 Luds Lane, McFarland, Wisconsin, 53558 ("Dane County") and Brown County, whose address is c/o Medical Examiner's Office, Law Enforcement Center, Lower Level, 300 E Walnut Street, Green Bay, Wisconsin, 54301 ("Brown County"), both quasi-municipal corporations in the State of Wisconsin. Hereinafter, Dane County and Brown County referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Brown County currently receives autopsy services from Dane County and is interested in appointing Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiners (individually or collectively "Medical Examiner") to provide Medical Examiner services in Brown County; and,

WHEREAS, Brown County would also like to enlist the services of Dane County's Director of Operations for its Medical Examiner's Office to provide administrative services to Brown County; and,

WHEREAS, Dane County is interested in providing these services to Brown County as part of a cooperative agreement; and,

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement for services pursuant to 66.0301, Wisconsin Statutes; and,

WHEREAS, it would be beneficial for both Parties to share resources and expertise to perform the statutory duties of a Medical Examiner; and,

WHEREAS, Brown County anticipates entering into subcontracts, with terms as consistent as possible to this Agreement, with Door County and Oconto County to provide Medical Examiner services; and

WHEREAS, the Parties recognize that the long-term goal of Brown County is to construct its own Medical Examiner's Office facility with a physician and oversight to be provided by Dane County; and,

WHEREAS, Dane County and Brown County desire to enter into this Agreement whereby the Dane County Medical Examiner's Office will provide Medical Examiner services, autopsy medicine, training, oversight and administrative services, including some limited IT support, for and on behalf of the Brown County Medical Examiner's Office.

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, Dane County and Brown County do agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.
2. DEFINITIONS.
 - a. "Autopsy-related Services" shall mean the autopsy, digital photos and digital x-rays, where appropriate, for adults and children. It shall also include preparation and court time for expert testimony in cases involving criminal prosecution. It does not include testimony-related travel time or lodging and transportation expenses which shall be billed out at cost. The cost of infant skeletal surveys performed outside of the Medical Examiner's Office shall not be included in the services covered pursuant to this Agreement.
 - b. "Mass Fatality Event" shall mean more than five deaths resulting from a single event.
 - c. "Medical Examiner's Office" shall mean the Brown County Medical Examiner's Office unless otherwise specified.
 - d. "Partners" or alternatively "Partner Counties" shall mean, collectively and exclusively, Brown and the anticipated Door and Oconto Counties, contingent on obtaining a valid executed agreement with each County providing Medical Examiner services pursuant to this Agreement.
3. TERM. The term of this Agreement shall be from January 1, 2020 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2021 ("Term"). This Agreement may be extended for an additional period by mutual written agreement of the Parties ("Renewal Term").

The Parties shall have a joint meeting by July 31, 2020, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2021 to discuss an extension to this Agreement.

4. SCHEDULE AND SCOPE OF WORK. During the Term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and Deputy Medical Examiners of Dane County shall act as the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiners for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County Chief Medical Examiner, shall act as the Director of Operations for Brown County and shall provide oversight and administrative services as further described herein. The Dane County Director of Operations, Chief Medical Examiner or designee shall be available at all times (24 hours per day, 7 days per week) to provide direction to Partner County investigative staff. Additionally, for the 104 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Office an average of 23 hours per week to include travel time.
5. ADMINISTRATIVE SERVICES. The Dane County Director of Operations or designee shall provide administrative and consultation services to Partner Counties which shall include:
 - a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Office. All disciplinary or corrective actions concerning employees of Brown County providing Medical Examiner services shall be the responsibility of Brown County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Dane County shall bring any employee performance issues to the attention of the Brown County Administrator or designee;
 - b. To manage the Medical Examiner's Office budget and make recommendations regarding budget appropriations;
 - c. To engage Brown County Technology Services, Administrative and Finance staff regarding records management and support to Medical Examiner's Office staff;
 - d. To work with Partner County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
 - e. To work with Partner County criminal justice, public health and funeral home partners to build and strengthen professional relationships;

- f. To implement policies and procedures for the Medical Examiner's Office;
- g. To participate in the hiring process for administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions.
- h. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
- i. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
- j. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
- k. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement;

6. CASE REVIEW AND AUTOPSY SERVICES:

- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiners shall perform the statutory functions of Medical Examiner in Brown and Partner Counties;
- b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Brown County staff to establish case review protocols, and to facilitate communication with a Dane County forensic Pathologist to allow for case triage. The physician medical staff from Dane County will work with medicolegal death investigators to determine whether an autopsy or additional forensic examination should take place. Consideration will be given to the needs of other criminal justice partners, and the statutory authority of the District Attorney to independently order an autopsy will be recognized and followed;
- c. Dane County shall provide a forensic pathologist response to homicide cases or other cases where a complicated scene examination is appropriate. The need for this response shall be determined by the Medical Examiner in consultation with those at the scene;
- d. Dane County shall provide autopsy-related services pursuant to this Agreement. Toxicology testing, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County and are not included in this Agreement; and
- e. The Medical Examiner or designee shall cooperate with Brown County Public Health and participate in the Child Death Review Team as necessary.

7. IT SERVICES. During the Term of the Agreement, Dane County agrees to host and maintain the case management system for Brown County's Medical Examiner's Office. Application staff will provide ad hoc queries, programming changes (including application redeployment), database administration and troubleshooting. Communication between counties will be through a dedicated liaison in the ME's office or Dane County Help Desk.

Brown County agrees that it shall be responsible for all actual costs incurred by Dane County to host and maintain the case management system as described herein. Brown County agrees to make such payments for services rendered under this Agreement as specified in the attached Schedule A, which is fully incorporated herein by reference. Billing shall be accomplished in the same manner as the billing for services provided in the Agreement. The costs listed in Schedule A are based upon Brown County's estimate of the number of users and devices of the required applications, and Dane County's reasonable estimate of the number of hours required for Dane County IT staff to provide support. If during the Term, it is determined that the estimates for IT services are inaccurate, Dane County shall notify Brown County of a potential adjustment in costs. If the cost adjustment results in an increase in an amount listed in Schedule A, Brown County agrees to remit payment for the increased amount.

8. TURNAROUND TIME. Dane County Medical Examiner's Office performs autopsies seven (7) days a week. Dane County is aware that time is of the essence in providing the services pursuant to this Agreement and shall make every effort to adhere to the timeline established in this paragraph.
 - a. In the case where an autopsy is to be completed, the body will be transported from the temporary Duck Creek morgue facility, or other county owned cooler facility, promptly after accession. This will happen the same day the death is discovered provided the death is discovered and the body is at the Brown County cooler before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during the same overnight period and as soon as transportation can be arranged. The body will be autopsied the day following discovery and then returned to the cooler facility on the same day the autopsy is completed. This will generally allow for a 24-36 hour turnaround time.
 - b. Exceptions to this scenario may include: (i) homicide cases where the respective District Attorney or law enforcement agency requires that the body be held; (ii) complicated traumatic cases where a prolonged autopsy is required or it is in the best interest of the criminal justice partners to provide an additional forensic examination of the body; (iii) adverse weather situations where travel is

treacherous; or (iv) other situations outside of Dane County's control (i.e. mass casualty, emergency transportation issues).

9. REFRIGERATED TRANSPORTATION. Dane County recognizes that time is of the essence and that it will take the necessary steps to maintain refrigerated transportation capabilities upon execution of this Agreement. Brown County acknowledges that any vehicle that is outfitted with refrigeration capabilities is a special purpose vehicle which may not be readily available.

10. GENERAL SERVICES.

- a. Specific scheduling of the tasks and responsibilities identified herein shall be established by mutual agreement of the Parties.
- b. Each Party 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 receiving services under this Agreement, each Party agrees to cooperate with the various departments, agencies, employees and officers of the other.
- c. Each Party agrees to secure, at the Party's own expense, all personnel necessary to carry out the Party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other Party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other Party.
- d. Brown County will attempt to subcontract with Door County and Oconto County to provide services pursuant to this Agreement. All subcontract terms shall be as consistent as possible with the terms of this Agreement. Failure to subcontract shall not trigger the 90 day termination clause, but may require an amendment to this Agreement. No additional subcontractors shall be subject to this Agreement unless mutually agreed upon by the Parties through a written amendment to this Agreement.

11. CONFLICT OF INTEREST. Employees providing Medical Examiner services pursuant to this Agreement shall be prohibited from having outside employment which may create an actual or perceived conflict of interest or which may conflict with the statutory duties of the Medical Examiner's Office. This includes, but is not limited to, employment with funeral homes, cemeteries and organ/bone/tissue agencies.

12. RECORDS. All records related to Brown, Door and Oconto County ("County") autopsy cases performed by the Medical Examiner and other services provided pursuant to this Agreement shall be that County's records and that County shall be the custodian of these records for purposes of public records requests. Records shall be sent to the appropriate County as soon as possible while a case is pending. Requests for records of County cases received by the Dane County Medical Examiner's Office shall be transmitted to the appropriate County as soon as possible after receipt. Each County shall be responsible for managing and responding to all public records requests and shall defend hold harmless and indemnify Dane County, its officers, agents, boards, commissions, representatives and employees from any and all losses, claims, liabilities, suits, or actions of whatsoever nature resulting from or arising out of responding to public records requests involving its County cases.
13. HIPAA. Each Party agrees that it will abide by all State of Wisconsin and federal laws governing the unauthorized disclosure of personal health information and will defend, indemnify and hold the other Party harmless for damages and costs of any kind resulting from the unauthorized disclosure of such information by its employees or officers as may be determined by a competent trier of fact.
14. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, employees' salaries and benefits, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of the respective Partner County. All costs associated with Mass Fatality Events shall be the responsibility of Brown County or Partner Counties.
15. PAYMENT. Brown County agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. At the end of 2020, the Parties shall review the number of autopsies completed pursuant to this Agreement, and a reconciliation shall occur. If the Autopsy number exceeds 220, each additional Autopsy shall be billed to Brown County. If the Autopsy number is less than 220 Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 220. All adjustments shall be at the Schedule A Autopsy rate. At the end of 2021, a reconciliation shall also occur. If the autopsy rate exceeds 220, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 220 , Dane County shall reimburse Brown County for the number of autopsies which

represents the difference between the number of autopsies done and 220. All adjustments shall be at the Schedule A Autopsy rate. Any charges exceeding the amounts identified in Schedule A must be presented to and approved by Brown County prior to submitting a request for payment.

At the end of 2020, a reconciliation of External Exams shall also occur. If External Examinations exceed 9 in 2020, each additional External Examination shall be billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 9 Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 9. All adjustments shall be made at the Schedule A External rate. At the end of 2021 a similar reconciliation shall occur. If External Examinations exceed 9 each additional External Examination shall be billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 9, Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 9. All adjustments shall be made at the Schedule A External rate.

All costs associated with a Mass Fatality Event shall be the responsibility of the respective Partner County. Autopsy and External Exam services shall be billed as specified in Schedule A.

The fees established in Schedule A are based on the personnel costs that are reasonably anticipated by Dane County. However, certain benefit costs for the term of this Agreement may be subject to increase. Brown County agrees to pay any increased employee benefit costs defined as the difference between the allocated benefit costs in Schedule A and the actual benefit costs to Dane County for work performed pursuant to this Agreement. Insurance benefit costs shall not exceed 8% for 2020 and 10% for 2021.

Both Parties to this Agreement understand that the Agreement is subject to annual funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner or Brown County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this Agreement may be terminated.

16. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties, or their designees, who have authority to settle the same. In the case of medically-related matters, if the Parties are unable to reach consensus, the decision of the Dane County Chief Medical Examiner or Deputy Chief Medical Examiner shall prevail.

17. TERMINATION. If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or stipulations of this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving one hundred eighty (180) days' written notice to the violating Party of such termination and specifying the effective date thereof without further obligation. Either Party may terminate this Agreement for any reason upon six months' written notice to the other Party without further obligation after the termination date.

Except as provided in this paragraph, and paragraph 15 herein, there shall be no other termination of this Agreement, during its Term, without prior written consent of both Parties.

18. ASSIGNMENT/TRANSFER. No Party shall assign or transfer any interest or obligation in this Agreement, without the prior written consent of the other Party unless otherwise provided herein, provided that claims for money due or to become due to Dane 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 Dane County 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.

19. ADDITIONAL PARTNERS. The Parties agree that Brown County will subcontract with Door County and Oconto County to provide Medical Examiner services pursuant to this Agreement. No additional partners may be added by contract or otherwise to receive services from the Medical Examiner's Office without prior written consent of Dane County and written amendment to this Agreement.

20. DELIVERY OF NOTICE. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

Dane County: Dane County c/o Medical Examiner's Office
3111 Luds Lane
McFarland, Wisconsin 53558
Phone: (608)284-6000
Email: irmen@countyofdane.com

Brown County: Brown County
Chad Weininger, Director of Administration
305 E. Walnut Street
PO Box 23600
Green Bay, Wisconsin 54301
Phone: (920) 448-4035
Email: Weininger_CJ@co.brown.wi.us

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

21. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.

22. 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 the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no

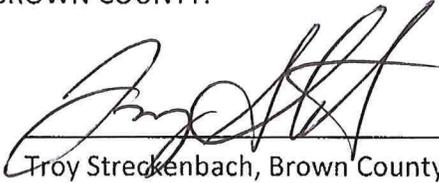
way impair or prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.

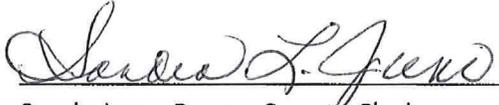
23. NON-DISCRIMINATION. During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction 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). Both Parties agree 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. In all solicitations for employment placed on a Party's behalf during the Term of this Agreement, the Party shall include a statement to the effect that the Party is an "Equal Opportunity Employer."
24. CIVIL RIGHTS COMPLIANCE. Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.
25. 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.
26. 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.

27. ENTIRE AGREEMENT. The entire Agreement of the Parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.
28. AMENDMENT. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by both Parties.
29. 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.
30. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
31. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
32. COMPLIANCE. Each Party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, Dane County and Brown County, 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 BROWN COUNTY:

Date Signed: 6/18/2020 
Troy Streckenbach, Brown County Executive

Date Signed: 6-22-2020 
Sandy Juno, Brown County Clerk

FOR DANE COUNTY:

Date Signed: _____
Joseph Parisi, County Executive

Date Signed: _____
Scott McDonell, County Clerk

SCHEDULE A:
SERVICES AND COSTS

Office Administration and Oversight Provided by Director of Operations or Designee

Jan-Dec 2020: 23 hours per week

Jan-Dec 2021: 23 hours per week

Forensic Case Review; every case, every time

2020 (1010 cases)

2021 (1015 cases)

Pathologist Management

2020: 4 hours per week

2021: 4 hours per week

Autopsy Medicine and External Examination Rates

2020: 220 autopsies (\$1209.06 each) plus Transportation costs

9 external exams (\$602.21 each) plus Transportation costs

Rate for 221 or more autopsies: \$1209.06 autopsy + \$653.78 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 10 or more external exams: \$602.21 exam + \$653.78 transportation per exam (Transportation represents 2 – Round Trips)

2021: 220 autopsies (\$1255.00 each) plus Transportation costs

9 external exams (\$627.02 each) plus Transportation costs

Rate for 221 or more autopsies: \$1255.00 autopsy + \$664.18 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 10 or more external exams: \$627.02 exam + \$664.90 transportation per exam (Transportation represents 2 – Round Trips)

Transportation

Transport costs from Duck Creek Morgue facility or other Brown County Morgue Facility to Dane County (round trip) to retrieve decedent and an additional round trip from Dane County to the Brown County morgue to return the decedent.

Based on the number of autopsies and external exams performed. See Autopsy Medicine and External Exam rates.

Meals and Lodging – Forensic Pathologist

Jan – Dec 2020	1.25 nights per month 15 x \$90.00
Jan – Dec 2021	1.25 nights per month 15 x \$95.00

Meals and Lodging – Director of Operations or Designee

Jan – Dec 2020	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$39.00
Jan – Dec 2021	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$39.00

Meals, Lodging and Travel - Director of Operations participation in building project – New ME Building

Jan – Dec 2020	13 additional hotel stays -@ \$90.00/Night 1.75 Meal Stipend for 26 days - \$39.00/Day 26 additional round trips 276 miles x .565 x 26 wks.
Jan – Dec 2021	13 additional hotel stays -@ \$90.00/Night 1.75 Meal Stipend for 26 days - \$39.00/Day 26 additional round trips 276 miles x .565 x 26 wks.

Building

This Agreement shall be amended upon the completion of Brown County's new morgue facility to reflect staffing and cost adjustments.

Storage Costs

- *Dane County shall store a body for up to five days at its expense
- *Agreement includes 10 additional days of storage at no cost to Brown County
- *All other storage costs shall be billed at \$50.00 per day

118

**Mass Fatality Events shall be billed at the Autopsy Medicine and External Examination Rate plus transportation, food and lodging which shall be billed at cost.

**Toxicology panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County.

**Transportation time and costs, meals and lodging for expert testimony shall be billed out at cost.

IGA Breakdown
Schedule A

<u>SERVICE</u>	<u>2020</u>	<u>2021</u>
<u>Administration and Oversight</u>	<u>\$87,409.40</u>	<u>\$91,837.20</u>
<u>Forensic Case Review</u>	<u>\$46,492.32</u>	<u>\$48,404.98</u>
<u>Pathologist Management</u>	<u>\$57,068.16</u>	<u>\$59,062.40</u>
<u>Autopsy Medicine</u>	<u>\$265,993.20</u>	<u>\$276,100.00</u>
<u>External Medicine</u>	<u>\$5,419.89</u>	<u>\$5,643.09</u>
<u>Decedent Transportation</u>	<u>\$149,715.62</u>	<u>\$152,097.22</u>
<u>Mileage, Meals, Lodging Pathologists</u>	<u>\$6,028.56</u>	<u>\$6,103.56</u>
<u>Mileage, Meals, Lodging Admin Staff</u>	<u>\$32,891.82</u>	<u>\$33,541.82</u>
<u>DC DIM Application Staff Support</u>	<u>\$903.00</u>	<u>\$903.00</u>
<u>Administration Fee</u>	<u>\$1,950.00</u>	<u>\$1,950.00</u>
<u>Remote Desktop CAL Maintenance</u>	<u>\$195.84</u>	<u>\$195.84</u>
<u>MS Office/Core CAL Maintenance</u>	<u>\$1,494.72</u>	<u>\$1,619.28</u>
<u>Sub Total</u>	<u>\$655,562.53</u>	<u>\$677,458.39</u>
<u>4% Admin Fee</u>	<u>\$26,222.50</u>	<u>\$27,098.34</u>
<u>TOTAL</u>	<u>\$681,785.03</u>	<u>\$704,556.73</u>
<u>Less DIM Costs</u>	<u>4,543.56</u>	<u>4,668.12</u>
<u>less DIM 4% Admin fee</u>	<u>\$181.74</u>	<u>\$186.72</u>
<u>Medical Examiner ONLY total</u>	<u>\$677,059.73</u>	<u>\$699,701.88</u>