

Res 285  
Significant

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT <b>Medical Examiner</b>	CONTRACT/ADDENDUM #: <b>12570</b>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input 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"/>
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<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>1/1/2016</u> To: <u>12/31/2017</u>																												
4. Amount of Contract or Addendum <b>\$754,320.64</b>																												
5. Purpose: <b>Intergovernmental Agreement for Medical Examiner Services</b>																												
6. Vendor or Funding Source: <b>Brown County</b>																												
7. MUNIS Vendor Code: <b>1007</b>																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ 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. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 285</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Received	Ftnt	Date In	Date Out
<u>ng</u>	Received		<u>11-4-15</u>	
<u>ca</u>	Controller			<u>11/4/15</u>
<u>cb</u>	Corporation Counsel		<u>11/5/15</u>	<u>11/5/15</u>
<u>ra</u>	Risk Management		<u>11/5/15</u>	<u>11/5/15</u>
<u>ad</u>	ADA Coordinator		<u>11/5/15</u>	<u>11/5/15</u>
<u>cn</u>	Purchasing Agent		<u>11/5/15</u>	<u>11/5/15</u>
	County Executive			

### VENDOR

<b>Vendor Name &amp; Address</b>
Brown County Law Enforcement Center 300 E Walnut St Green Bay WI 54301
Contact Person
Phone No.
E-mail Address

**Footnotes:**

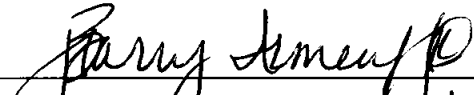
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Joan Kranz</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>kranz.joan@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: 11/4/15 Signed:   
 Telephone Number: 608-284-6000 Print Name: BARRY IRMEN

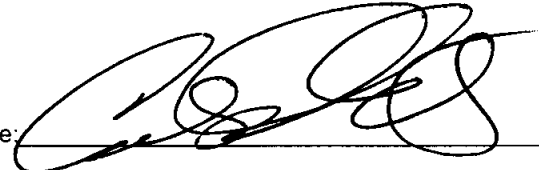
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**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: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: 11/8/15 Signature: 

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

Date: 11/5/15 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).

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, Public Safety Building, Room 2144, 115 W. Doty Street, Madison, Wisconsin, 53703 ("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 provides its own autopsy services, but it is interested in appointing Dane County's Chief Medical Examiner and Deputy 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 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, 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, 2016 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2017 ("Term"). This Agreement may be extended for an additional period by mutual agreement of the Parties ("Renewal Term").

The Parties shall have a joint meeting by July 31, 2016, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2017 to discuss an extension to this Agreement.

4. **SCHEDULE AND SCOPE OF WORK.** During the Term of this Agreement, the Chief Medical Examiner and the Deputy Medical Examiner of Dane County shall act as the Chief Medical Examiner and the Deputy Medical Examiner for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County 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 first 26 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. Thereafter, the Director of Operations or designee shall be on site an average of 16 hours per week.
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 the Partner Counties providing Medical Examiner services shall be the responsibility of the respective County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Partner Counties are responsible for, and reserve the right to all final disciplinary or corrective actions concerning their respective employees. Dane County shall bring any employee performance issues to the attention of the Partner County Administrator or designee determined by each County;

- 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 Partner Counties' administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions;
- h. Beginning on or about November 1, 2015, to provide training in Brown County for staff focused on basic death scene investigations and office policies and procedures. Dane County will develop a training outline. Partner Counties shall be responsible for all costs associated with training and change-over preparation for their respective employees which include, but are not limited to, salaries, benefits and transportation costs, not to exceed the agreed upon amount listed on Schedule A, attached and incorporated herein by reference.
- i. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
- j. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
- k. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
- l. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement;
- m. Brown County shall create and hire for a new Lead Medicolegal Investigator position. This position will be posted and filled through an open recruitment process. Dane County shall participate in the hiring process and make recommendations as to hiring decisions. However, all hiring decisions shall be at the sole discretion of the individual respective Partner County in which the hiring takes place.

#### 6. CASE REVIEW AND AUTOPSY SERVICES:

- a. Dane County's Chief Medical Examiner and Deputy Medical Examiner shall perform the statutory functions of Medical Examiner in Brown County;

- 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 Chief Medical Examiner 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.
7. **TURNAROUND TIME.** Dane County Medical Examiner's Office performs autopsies 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 St. Vincent's morgue, promptly after accession to the St. Vincent's morgue. This will happen the same day the death is discovered provided the death is discovered and the body is at the St. Vincent's morgue before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during that 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 St. Vincent's morgue 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).
8. **REFRIGERATED TRANSPORTATION.** Dane County recognizes that time is of the essence and that it will take the necessary steps to obtain 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. Should there be termination of this Agreement by Brown County prior to the expiration date of the Term of this Agreement, Brown County shall reimburse Dane County for its full cost of the refrigerated vehicle, and title to said vehicle shall be given to Brown County within ten (10) days of said payment being made.

9. 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.

10. 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.

11. 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, unless the Partner Counties determine otherwise to designate Brown County as the record custodian for the Partner Counties, and notify Dane County Medical Examiner of said designation. 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.

12. 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.

13. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, Partner County

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.

14. **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 2016, the Parties shall review the number of autopsies completed pursuant to this Agreement. No reconciliation shall occur if the autopsy number is between 85-95. If the autopsy number is less than 85, Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 85. If the autopsy number exceeds 95, each additional autopsy shall be billed to Brown County. All adjustments shall be at the Schedule A autopsy rate. At the end of 2017, a reconciliation shall occur if the autopsy number is outside the range of 92-102. If the autopsy number is less than 92, Dane county shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 92. If the autopsy number exceeds 102, each additional autopsy shall be billed to Brown County.

The Parties recognize and agree that, should the number of autopsies be outside of the range of 85-95 in 2016, the parties will renegotiate a potential adjustment in costs for 2017.

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.

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.

15. **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.
16. **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 thirty (30) 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 14 herein, there shall be no other termination of this Agreement, during its Term, without the prior written consent of both Parties.

17. 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.
18. 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.
19. 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  
Public Safety Building, Room 2144  
115 W. Doty Street  
Madison, Wisconsin 53703  
Phone: (608) 284-6000  
Email: irmen@countyofdane.com

Brown County: Brown County Medical Examiner's Office  
Law Enforcement Center, Lower Level  
300 E. Walnut Street  
PO Box 23600  
Green Bay, Wisconsin, 54301  
Phone: (920) 448-4185  
Email: jansen\_jj@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.

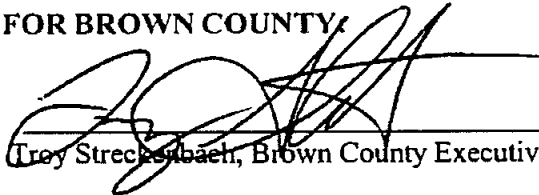
20. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, 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.
21. 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.
22. 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."
23. CIVIL RIGHTS COMPLIANCE. Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.

24. **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.
25. **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.
26. **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.
27. **AMENDMENT.** The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both Parties.
28. **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.
29. **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.
30. **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.
31. **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.

Date Signed: 11/4/15

**FOR BROWN COUNTY:**

  
Troy Streckenbach, Brown County Executive

Date Signed: 11/4/15

  
Sandy Juno, Brown County Clerk

\*\*\*

**FOR DANE COUNTY:**

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

\_\_\_\_\_  
Joseph Parisi, County Executive

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

\_\_\_\_\_  
Scott McDonnel, County Clerk

**SCHEDULE A:  
SERVICES AND COSTS**

**Office Administration and Oversight Provided by Director of Operations or Designee**

Jan-June 2016: 23 hours per week

July-Dec 2016: 16 hours per week

Jan-Dec 2017: 16 hours per week

**Forensic Case Review; Every case, every time**

2016: (1427 cases)

2017: (1471 cases)

**Pathologist Management**

2016: 3 hours per week

2017: 4 hours per week

**Autopsy Medicine and External Examination Rates:**

2016:

90 Autopsies (\$1,100 each)

12 External Exams (\$350 each)

Rate for 96 or more Autopsies: \$1,100 (Autopsy) + \$293.49 (transportation) per Autopsy

Rate for 13 or more Exams: \$350 (Exam) + \$293.49 (transportation) per Exam

2017:

97 Autopsies (\$1,150 each)

15 External Exams (\$350 each)

Rate for 96 or more Autopsies: \$1,150 (Autopsy) + \$299.01 (transportation) per Autopsy

Rate for 15 or more External Exams: \$350 (Exam) + \$299.01 (transportation) per Exam

**Transportation**

Transport costs from St. Vincent's to Dane (round trip)

Based on the number of Autopsies and External Exams performed. See Autopsy Medicine and External Exam rates.

Meals and Lodging - Forensic Pathologist

Jan-June 2016: 2 nights per month

12 x 82.00

July-Dec 2016: 1 night per month

6 x 82.00

Jan-Dec 2017: 1 night per month

Meal stipend for 2016 (Based on \$29/day)

Meal stipend for 2017 (Based on \$29/day)

Meals and Lodging - Director of Operations or Designee

Jan-June 2016:

3 nights lodging per week at \$82 per night

3 day meal stipend per week at \$29 per day

July-Dec 2016:

2 nights lodging per week at \$82 per day

8 additional nights lodging at \$82 per night

Meal stipend (Based on \$29/day)

Jan-Dec 2017:

2 nights lodging per week at \$82 per night

6 additional nights lodging at \$82 per night

Meal stipend (Based upon \$29 day)

On-site Staff Training

Physician Time

Other Staff Time

Hotel and Meal Costs

Mileage

Change-over Preparation Time

Staff Time

Lodging and Meals

Mileage (5 round trips)

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 per day
- 

\*\* 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.

COST BREAKDOWN APPEARS ON NEXT PAGE.

IGA Costs by County: Brown - Door -Oconto

2016

Service	Total	Brown	Door	Oconto
Administration and Oversight	\$70,442.58	\$53,536.36	\$8,453.11	\$8,453.11
Forensic Case Review	\$46,685.00	\$35,480.60	\$5,602.20	\$5,602.20
Pathologist Management	\$20,414.00	\$15,514.64	\$2,449.68	\$2,449.68
Autopsy Medicine	\$99,000.00	\$75,900.00	\$11,000.00	\$12,100.00
External Examinations	\$4,200.00	\$2,800.00	\$700.00	\$700.00
Decedent transportation	\$59,871.96	\$45,197.46	\$7,043.76	\$7,630.74
Meals and Lodging for Pathologists	\$2,636.00	\$2,636.00		
Meals and Lodging for Other Staff	\$15,318.00	\$15,318.00		
Start-up Training and Change-over Preparation	\$75,718.35	\$63,374.67	\$6,171.84	\$6,171.84
<b>SUBTOTALS</b>	<b>\$394,285.89</b>	<b>\$309,757.73</b>	<b>\$41,420.59</b>	<b>\$43,107.57</b>
3% Admin Fee	\$11,828.58	\$9,292.73	\$1,242.62	\$1,293.23
<b>TOTAL</b>	<b>\$406,114.47</b>	<b>\$319,050.46</b>	<b>\$42,663.21</b>	<b>\$44,400.80</b>

2017

Service	Total	Brown	Door	Oconto
Administration and Oversight	\$58,864.00	\$44,736.64	\$7,063.68	\$7,063.68
Forensic Case Review	\$53,301.00	\$39,975.75	\$6,396.12	\$6,396.12
Pathologist Management	\$30,147.00	\$22,610.25	\$3,617.64	\$3,617.64
Autopsy Medicine	\$109,250.00	\$86,250.00	\$11,500.00	\$13,800.00
External Examinations	\$5,250.00	\$3,850.00	\$700.00	\$700.00
Decedent transportation	\$66,978.24	\$51,429.72	\$7,176.24	\$8,372.28
Meals and Lodging for Pathologists	\$1,680.00	\$1,680.00		
Meals and Lodging for Other Staff	\$12,594.00	\$12,594.00		
<b>SUBTOTALS</b>	<b>\$338,064.24</b>	<b>\$263,126.36</b>	<b>\$36,453.68</b>	<b>\$39,949.72</b>
3% Admin Fee	\$10,141.93	\$7,893.79	\$1,093.61	\$1,198.49
<b>TOTAL</b>	<b>\$348,206.17</b>	<b>\$271,020.15</b>	<b>\$37,547.29</b>	<b>\$41,148.21</b>