

RES 336  
Significant

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department <b>Medical Examiner</b>	Contract/Addendum #: <b>12104A</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<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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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>January 1, 2017-December 31, 2018</b>																					
4. Amount of Contract or Addendum: <b>\$594,605.24</b>																					
5. Purpose: <b>Intergovernmental Agreement for Medical Examiner Services</b>																					
6. Vendor or Funding Source: <b>Rock County</b>																					
7. MUNIS Vendor Code: 6720																					
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. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input type="checkbox"/> Yes <input checked="" 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 _____																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>MA</u> Received	_____	<u>10/19/16</u>	_____	Rock County 51 South Main Street Janesville Wisconsin  Contact Person <b>Randy Terronez</b>  Phone No. <b>608-757-5543</b>  E-mail Address
<u>aw</u> Controller	_____	_____	<u>10/21/16</u>	
<u>CP</u> Corporation Counsel	_____	<u>10-24-16</u>	<u>10/24-16</u>	
<u>RM</u> Risk Management	_____	<u>10/21/16</u>	<u>10/21/16</u>	
<u>CW</u> Purchasing	_____	<u>10/27/2016</u>	<u>10/27/2016</u>	
_____ County Executive	_____	_____	_____	

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Barry E. Irmen, Director of Operations Phone: 608-284-6000 E-mail Address: irmen@countyofdane.com	<b>Dept.:</b> Dane County Medical Examiner <b>Mail Address:</b> PSB, 115 W Doty St, Rm 2144, Madison WI 53703
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## 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 and which has not been changed since that review/development
- is a non-standard contract previously review 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: 10/19/2016

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: 10-18-16

Signature: 

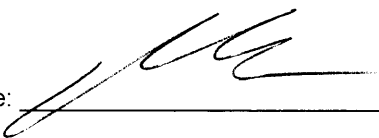
2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

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

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

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

Date: 10/24/16

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 by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

## **INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND ROCK 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, and Rock County, whose address is 51 South Main Street, Janesville, Wisconsin, both quasi-municipal corporations in the State of Wisconsin.

### **RECITALS:**

**WHEREAS**, Rock County currently receives autopsy services from the Dane County Medical Examiner’s office and is interested in appointing Dane County’s Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiner (individually or collectively “Medical Examiner”) to provide Medical Examiner services in Rock County; and

**WHEREAS**, Rock County would also like to continue to enlist the services of Dane County’s Director of Operations for its Medical Examiner’s Department to provide administrative services to Rock County; and

**WHEREAS**, Dane County is interested in continuing to provide these services to Rock County as part of a cooperative agreement.

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

**WHEREAS**, Dane County and Rock County desire to enter into an agreement whereby the Dane County Medical Examiner’s Office will provide Medical Examiner services, autopsy medicine, oversight and administrative services for and on behalf of the Rock County Medical Examiner’s Department; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to section 66.0301, Wisconsin Statutes

**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, Dane County and Rock County do agree as follows:

### **1. 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 round-trip transportation from Rock County to Dane County and expert testimony in cases involving criminal prosecution. The cost of x-rays performed outside of the Medical Examiner’s Department 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 Department” shall mean the Rock County Medical Examiner’s Department unless otherwise specified.

2. **TERM.** The term of this Agreement shall be from January 1, 2017 or as soon thereafter as approved by both parties' Boards of Supervisors and executed by both parties and shall continue through December 31, 2018. This Agreement may be extended for an additional period by mutual agreement of the parties.

The parties shall meet by July 31, 2017 to review service levels and autopsy volumes. Additionally, the parties shall meet by June 30, 2018 to discuss an extension to this Agreement.

3. **SCHEDULE AND SCOPE OF WORK.** During the term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiner of Dane County shall act as the Chief Medical Examiner, Deputy Chief Medical Examiner and the Deputy Medical Examiner for Rock County. The Dane County Director of Operations, under the direction of the Dane County Medical Examiner, shall act as the Director of Operations for Rock 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 Rock County investigative staff. The Dane County Director of Operations, Deputy Director of Operations or Chief of Investigations shall be on site an average of 12 hours per week.

4. **ADMINISTRATIVE SERVICES.** The Dane County Director of Operations or designee shall provide administrative and consultation services which shall include:

- a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Department. All disciplinary or corrective actions concerning employees of the Rock County Medical Examiner's Department shall be the responsibility of Rock 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 Rock County Administrator or designee determined by Rock County
- b. To manage the Medical Examiner's Department budget and make recommendations regarding budget appropriations;
- c. To engage Rock County Information Technology, Administrative and Finance staff regarding records management and support to Medical Examiner's Department staff; To work with the Rock County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
- d. To work with Rock County criminal justice, public health and funeral home partners to build and strengthen professional relationships;
- e. To implement policies and procedures for the Medical Examiner's Department;
- f. To participate in the hiring process for Rock County administrative and investigative staff in the Medical Examiner's Department and to make recommendations as to hiring decisions;

- g. Provide initial training in Dane County for new MLI staff. Rock County shall be responsible for all costs associated with training which include, but are not limited to, salaries, benefits and transportation costs for its employees.
- h. To review and make recommendations for staffing levels of the Medical Examiner's Department to establish adequate coverage;
- i. To facilitate training in death investigations and recommend outside training for investigative staff;
- j. To work with Rock County to address any current or future issues regarding the operation of the Medical Examiner's Department;
- k. To work closely with Rock County and the appropriate oversight committees to perform the functions required pursuant to this Agreement.

**5. CASE REVIEW AND AUTOPSY SERVICES:**

- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiner shall perform the statutory functions of Medical Examiner in Rock County;
- b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Rock County staff to establish case review protocols, and to facilitate communication with the Dane County Medical Examiner to allow for case triage. The Chief Medical Examiner, Deputy Chief Medical Examiner, or Deputy 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 panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Rock County and are not included in this agreement.

**6. 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.

7. **RECORDS.** Records for Rock County autopsy cases performed by the Medical Examiner pursuant to this Agreement shall be Rock County's records and Rock County shall be the custodian of these records for purposes of public records requests. Records shall be sent to Rock County as soon as possible while a case is pending. Requests for records of Rock County cases received by the Dane County Medical Examiner's Office shall be transmitted to Rock County as soon as possible after receipt. Rock 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 public records requests involving Rock County cases.
8. **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.
9. **DEPARTMENT EXPENSES.** All costs associated with the Medical Examiner's Department not specifically included in this Agreement, including, but not limited to, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of Rock County.
10. **PAYMENT.** Rock 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 2017, the parties shall review the number of autopsies and external exams completed pursuant to this Agreement and amend Schedule A for 2018 costs as needed. Based on data from 2015 and 2016, Dane County estimates that Rock County will need approximately 145 autopsies and 14 external examination completed in 2017. The attached Schedule A reflects the cost for these services. . At the end of each calendar year of this Agreement, adjustments shall be made to Schedule A to reflect the actual number of autopsies and external exams performed that year. All adjustments shall be at the **Schedule A** autopsy/external and transportation rates.

All costs associated with a Mass Fatality Event shall be the responsibility of Rock County. Autopsy and external examination 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. Rock 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.

Further, both parties to this Agreement understand that the Agreement is subject to annual funding continuation by their respective county boards, and in the event that funding for either the Dane County Medical Examiner's Office or Rock County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this agreement may be terminated.

11. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, 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 Medical Examiner shall prevail.
12. **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. Either party may terminate this Agreement for any reason upon six months' written notice to the other party.

Except as provided in this paragraph and paragraph 10 herein, there shall be no other termination of this Agreement, during its term, without the prior written consent of both parties.

13. **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.
14. **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.
15. **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.

16. **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.
17. **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."
18. **CIVIL RIGHTS COMPLIANCE.** Rock County's Civil Rights Compliance Plan shall govern Rock County's activities.
19. **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.
20. **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.

21. **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.
22. **AMENDMENT.** The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
23. **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.
24. **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.
25. **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.

**Signatures appear on next page.**

**IN WITNESS WHEREOF**, Dane County and Rock 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 ROCK COUNTY:**

Date Signed: 10/17/16

  
\_\_\_\_\_  
J. RUSSELL PODZILNI, Rock County Board Chair

Date Signed: 10/17/16

  
\_\_\_\_\_  
LISA TOLLEFSON, Rock County Clerk

\* \* \*

**FOR DANE COUNTY:**

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

\_\_\_\_\_  
JOSEPH PARISI, County Executive

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

\_\_\_\_\_  
SCOTT MCDONNELL, County Clerk

