

ENROLLED ORDINANCE 160-102

APPROVE AGREEMENT WITH WASHINGTON COUNTY FOR WAUKESHA COUNTY
MEDICAL EXAMINER OFFICE TO PROVIDE CONTRACT AUTOPSY SERVICES
AND CREATE A PART TIME DEPUTY MEDICAL EXAMINER POSITION

WHEREAS, the authority for a contract agreement which permits intergovernmental cooperation for public purposes is contained in Wis. Stats. Section 66.0301, and

WHEREAS, Waukesha County employs 2 full time board certified forensic pathologists in its Medical Examiners Office, and

WHEREAS, Washington County has indicated a need to contract for the services of a board certified forensic pathologist to perform autopsy services, and

WHEREAS, it would be mutually beneficial to Washington County and Waukesha County to enter into a contract agreement for Waukesha County to provide autopsy services to Washington County, and

WHEREAS, entering into a shared service agreement with Washington County will not adversely impact the quality of services currently provided by the Waukesha County Medical Examiner, and

WHEREAS, to provide these autopsy services and to meet the growing service needs of Waukesha County residents, and provide additional weekend coverage, the Waukesha County Medical Examiner has identified the need to create a regular part time Deputy Medical Examiner position, and

WHEREAS, Washington County has agreed to a contract for a calendar year period of January 1 through December 31 that will recover all Waukesha County costs for providing these services to Washington County.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Medical Examiner is authorized to enter into a contract to provide contract autopsy services to Washington County.

BE IT FURTHER ORDAINED that a regular part time position of Deputy Medical Examiner be created, Step 8 Range, 2005 hourly rates \$18.5947-\$23.7317 in the Medical Examiner's office, to meet the growing needs of Waukesha County residents and assist in the provision of these services to Washington County.

BE IT FURTHER ORDAINED that the Waukesha County 2006 Medical Examiner Budget be modified by increasing the Charges for Service revenue category a net \$42,000 to include the guaranteed contractual payments from Washington County for contracted autopsy services provided by the Waukesha County Medical Examiner.

BE IT FURTHER ORDAINED that the Waukesha County 2006 Medical Examiner budget be modified by: increasing personnel costs \$28,800 to fund the newly created regular part-time deputy medical examiner and related personnel cost changes; increase net Operating Expenses

by \$6,000; and, increase Interdepartmental Charges by \$7,200 to cover costs associated with providing contracted autopsy services to Washington County.

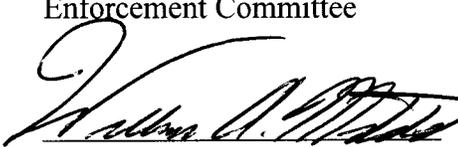
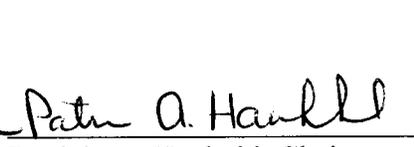
BE IT FURTHER ORDAINED that the regular part time deputy medical examiner position will be reduced or terminated if the contract revenues are reduced or are insufficient to cover the cost of this position and costs of providing contract autopsy services.

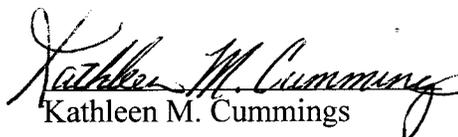
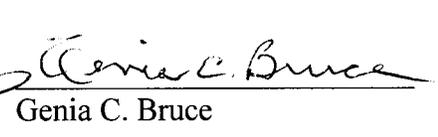
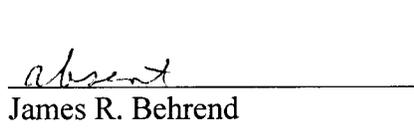
APPROVE AGREEMENT WITH WASHINGTON COUNTY FOR WAUKESHA COUNTY
 MEDICAL EXAMINER OFFICE TO PROVIDE CONTRACT AUTOPSY SERVICES
 AND CREATE A PART TIME DEPUTY MEDICAL EXAMINER POSITION

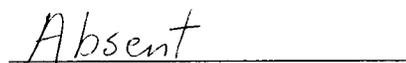
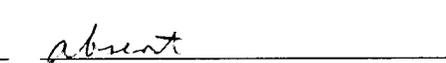
Presented by:
 Judiciary & Law
 Enforcement Committee

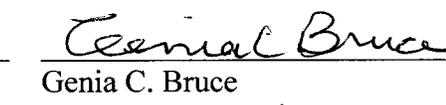
Approved by:
 Personnel Committee

Approved by:
 Finance Committee

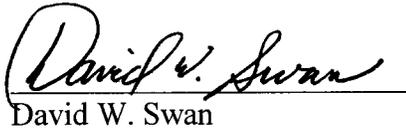
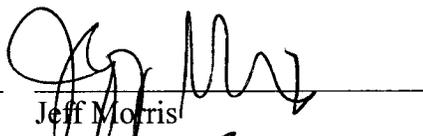
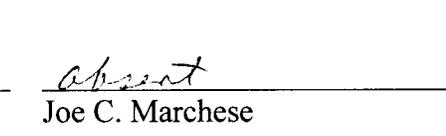
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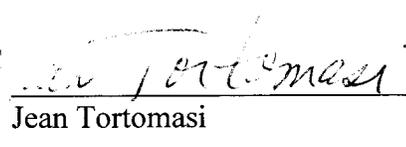
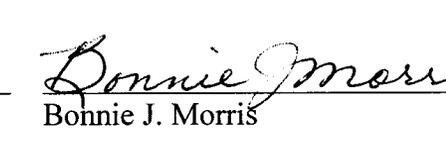
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|  Mareth K. Kippi |  Robert Hutton |  Genia C. Bruce |
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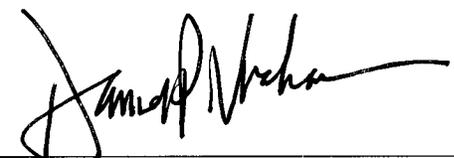
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|  David W. Swan |  Jeff Morris |  Joe C. Marchese |
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|  Jean Tortomasi |  Robert G. Thelen II |  Bonnie J. Morris |
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The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 1/27/06, 
 Kathy Nickolaus, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: _____
 Vetoed: _____
 Date: 1/27/06, 
 Daniel P. Vrakas, County Executive

AGREEMENT FOR USE OF PATHOLOGIST AND AUTOPSY SITE/EQUIPMENT
BETWEEN WAUKESHA AND WASHINGTON COUNTIES

WHEREAS, the authority for a contract agreement which permits intergovernmental cooperation for public purposes is contained in Wis. Stats. Section 66.0301, and

WHEREAS, Waukesha County employs 2 full time board certified forensic pathologists in its Medical Examiners Office, and

WHEREAS, Washington County has indicated a need to contract for the services of a board certified forensic pathologist to perform autopsy services, and

WHEREAS, it would be mutually beneficial to Washington County and Waukesha County to enter into a contract agreement for Waukesha County to provide autopsy services to Washington County, and

WHEREAS, to provide these autopsy services and to meet the growing service needs of Waukesha residents, the Waukesha County Medical Examiner has identified the need to create a regular part time Deputy Medical Examiner position, and

WHEREAS, Washington County has agreed to a contract for a calendar year period (January 1 – December 31) with the option to renew for an additional four year period that will recover all Waukesha County costs for providing these services to Washington County, and

WHEREAS entering into a shared service agreement with Washington County will not adversely impact the quality of services currently provided by the Waukesha County Medical Examiner, and

WHEREAS, this agreement has been considered and approved by the County Boards for each County.

By the signatures of the authorities below, Waukesha County (Waukesha) and Washington County (Washington) agree as follows:

A. Waukesha County's Obligations

- A1. Waukesha currently owns, and shall continue to own and maintain during the term of this agreement, a fully equipped morgue and associated laboratory space necessary for a pathologist to perform autopsies and other investigatory procedures. This space will be available for use by the pathologist to provided autopsy services to Washington under this agreement and there will be no separate charges to Washington for use of this space.
- A2. Waukesha's pathologist shall provide case work to Washington which shall include, but not be limited to: internal and external examinations of bodies, obtaining, storing and submitting specimens for toxicologic testing, histology, photography, X-rays and other consultation work which would be considered to be routine in the performance of a medical examiner's duties. Services that will not be provided by Waukesha under this agreement are dental identification or bitemark workups.

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3.

A3. Waukesha will provide the services of the pathologist on Monday through Saturday from 8-4:30 p.m. Phone consultations and emergency collection of evidence will be provided seven days per week, 24 hours per day. Autopsy services will not be provided for routine cases on Sundays or after 4:30 p.m. Monday through Saturday, unless prior arrangements have been made with and approved by the Waukesha County Medical Examiner or her designee. Waukesha shall provide preliminary autopsy findings reports to Washington within 24 hours of the performance of an autopsy. A complete autopsy report with relevant diagrams and photographs will be provided by Waukesha upon completion of the case. Weekly updates on case completion progress will be provided by Waukesha County Medical Examiner's office.

A4. In year one of this agreement, Waukesha will bill Washington on a monthly basis for services provided by the pathologist at the rates specified below to provide full cost recovery to Waukesha :

- First 30 cases: \$1500.00 per case
- Additional cases above 30 at \$1440.00 per case
- Testimony: \$1,100.00 per day or \$550.00 per half day flat rate

In years two and three of this agreement, the rates quoted above shall increase by a total of 3.5% per year and in years four and five the rate charges will be adjusted to the County's budgeted costs per case of providing these autopsy services.

A5. Waukesha shall hold all tissue samples, slides and toxicology samples for the same time frame routinely applied to Waukesha cases, unless Washington specifies a different time frame and notice is provided to Waukesha in writing.

A6. When possible, Waukesha shall comply with Washington's designation of a toxicology laboratory to utilize for Washington's cases. Washington shall designate a laboratory at the time it is notified of the need for toxicology testing by the Waukesha pathologist. If Washington fails to designate a laboratory, the Waukesha pathologist shall have the discretion to choose a laboratory.

A7. Records for Washington cases performed by the Waukesha pathologist shall be considered Washington's records and Washington shall be considered to be the custodian of these records for purposes of open records requests. Records shall be sent to Washington as soon as possible while a case is pending. Requests for records of Washington cases received by the Waukesha County's Medical Examiner's office shall be transmitted to Washington for response. Waukesha may maintain copies of records for Washington cases in order to allow Waukesha personnel to answer questions during the pendency of a case. Waukesha will maintain a numbering system for Washington cases separate from those numbered for Waukesha's own cases. Requests for records of Washington cases received by the Waukesha County's Medical Examiner's office shall be transmitted to Washington for response.

- A8. Waukesha will provide normal and customary storage for bodies from Washington at the per case charge indicated above; no additional charge shall be made for body storage.
- A9. Following the release of a body by both the Waukesha pathologist and Washington, Waukesha's regular storage policy and fees shall apply. All relevant fees shall then be charged to the funeral home designated by next of kin. Washington's release of bodies shall not be unreasonably withheld.
- A10. Waukesha shall provide in office anthropological examinations of animal bones as needed for Washington cases. Cases requiring extended anthropological examinations shall be at Washington's expense as set out below.

B. Washington County's Obligations

- B1. Washington shall pay, in accordance with the fee schedule in A4 for a minimum of 30 cases even if the services of the Waukesha pathologist are utilized for fewer than 30 cases in any year covered by this agreement.
- B2. Washington shall be responsible for transporting bodies to Waukesha's facilities at Washington's expense.
- B3. Washington will be required to retain the services of a forensic odontologist, to perform dental identification or bitemark workups at Washington's expense.
- B4. Washington shall be required to retain the services of an anthropological expert for extended anthropological examinations at Washington's expense.
- B5. In addition to the amounts payable for the services of the Waukesha pathologist pursuant to this agreement, Washington shall be financially responsible for all expenses incurred for outside laboratory, testing, consultant, and other fees for services considered necessary by the Waukesha pathologist for case investigation and determinations. Waukesha will notify Washington when Waukesha's pathologist determines that services from outside sources is necessitated. Whenever possible, Waukesha will attempt to have Washington directly billed for such services. In the event that Waukesha is billed by a third party provider, Washington will separately compensate Waukesha for said expenses upon presentation of proof of Waukesha's payment for the expense.
- B6. Washington shall defend, hold harmless and indemnify Waukesha, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of work performed on a Washington case by any Waukesha or Washington employee or any Washington agent or contractor .
- B7. Washington shall bear responsibility to make notifications of death to all interested parties and to coordinate with funeral homes chosen by next of kin or other responsible parties for removal of bodies from the Waukesha storage facility.
- B8. At their discretion, Washington may send observers to any autopsy of a Washington case performed by Waukesha. Washington observers must comply with the direction of the Waukesha pathologist at all times while on the Waukesha premises. The provisions of B6 shall apply to any observers sent by Washington for Washington cases.

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- B9. Washington will provide the Waukesha pathologist with pertinent investigative information correlating with autopsies performed by the Waukesha pathologist under this agreement.
- B10. Any contractor or expert retained by Washington who will perform work on a Washington case on Waukesha's premises shall obtain the permission of the Waukesha pathologist or the Waukesha Medical Examiner to access and use those premises. Such permission shall not be unreasonably withheld, however, any contractor or expert retained by Washington will, at minimum, be expected to meet OSHA and other safety regulations and policies determined by Waukesha authorities as applicable to Waukesha's premises.

C. Mutual Considerations

- C1. Both parties to this agreement understand that the agreement is subject to funding continuation by their mutual county boards, and in the event that funding for either the Waukesha pathologists or Washington's payment for cases performed by the Waukesha pathologists is withdrawn by a County Board, this agreement may be terminated.
- C2. Subject to section C1, above, either party may terminate this agreement with a minimum of six months notice to the other party. Notice shall be in writing and shall be delivered, in writing, to the individuals or offices designated below:

Waukesha County
 Dr. Lynda Biedrzycki
 Medical Examiner
 515 W. Moreland Blvd.
 Waukesha, WI 53188

Washington County
 Kelly M. McAndrews,
 Medical Examiner
 500 N. Schmidt Road
 West Bend, WI 53090

Washington's financial obligations pursuant to this agreement, including the obligation to pay for the minimum of 30 cases shall survive, regardless of the time of termination of this agreement during any year of this agreement.

- C3. This agreement shall be automatically renewed for four additional one year periods, unless either party exercises its ability to terminate in paragraph C2, above or the circumstance described in paragraph C1 occurs.

Date: _____

Date: _____

 Waukesha County

 Washington County

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-01/24/06

(ORD) NUMBER-1600093

1 K. HERRO.....AYE
 3 D. STAMSTA.....AYE
 5 J. MARCHESE.....AYE
 7 J. JESKEWITZ.....AYE
 9 P. HAUKOHL.....AYE
 11 K. HARENDA.....AYE
 13 J. MORRIS.....AYE
 15 D. SWAN.....AYE
 17 J. BEHREND.....AYE
 19 W. MITCHELL.....AYE
 21 W. KOLB.....
 23 J. TORTOMASI.....AYE
 25 K. CUMMINGS.....AYE
 27 D. PAULSON.....AYE
 29 T. BULLERMANN.....AYE
 31 V. STROUD.....
 33 D. PAVELKO.....
 35 C. SEITZ.....AYE

2 R. THELEN.....AYE
 4 R. HUTTON.....AYE
 6 D. BROESCH.....AYE
 8 J. DWYER.....AYE
 10 S. WOLFF.....AYE
 12 B. RONCKE.....AYE
 14 A. KALLIN.....AYE
 16 R. MANKE.....AYE
 18 B. MORRIS.....AYE
 20 M. KIPP.....AYE
 22 G. BRUCE.....AYE
 24 B. KRAMER.....AYE
 26 S. KLEIN.....AYE
 28 P. JASKE.....AYE
 30 K. NILSON.....AYE
 32 P. GUNDRUM.....AYE
 34 R. SINGERT.....AYE

TOTAL AYES-32

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS Y

TOTAL VOTES-32