

RESOLUTION NO. 2008-113

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING AN AGREEMENT BETWEEN RACINE COUNTY AND WAUKESHA COUNTY FOR PATHOLOGIST SERVICES, AUTOPSY SITE AND EQUIPMENT, AND RELATED SERVICES

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that an agreement between Racine County and Waukesha County under which Waukesha County will provide pathologist services, autopsy site and equipment, and related services for a period of up to five years is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that said agreement that is attached hereto as "Exhibit A" and incorporated herein provides that Waukesha County shall render services as specified in the agreement and that Racine County shall make payment for such services as specified therein.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Corporation Counsel and the Finance Director are authorized to make such changes to terms and conditions of the agreement as they deem necessary and appropriate.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Karen Nelson, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Russell A. Clark

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4 Q. A. Shakoor, II

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6 Van H. Wanggaard

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9 Pamela Zenner-Richards

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13 **INFORMATION ONLY**

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16 **WHEREAS**, Racine County benefits from contracting with another county for
17 pathologist services, autopsy site and equipment, and related services, rather than
18 needing to arrange for its own autopsy facilities, and to perform such services with its
19 own employees or by contract with an individual pathologist; and

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21 **WHEREAS**, Racine County has had a similar agreement with Waukesha County
22 for the period 2004 through 2008; and

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24 **WHEREAS**, Waukesha County has provided quality professional pathologist and
25 related services during the term of the present agreement; and

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27 **WHEREAS**, funds for the first year's services subject to this resolution have been
28 appropriated in the 2009 Executive Budget.

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

WHEREAS, Waukesha County intends to employ a full time forensic board certified pathologist in its Medical Examiner's office, and

WHEREAS, Racine County has need for part-time services of a forensic board certified pathologist, and

WHEREAS, it would be beneficial for both counties to share the services of a pathologist to achieve their statutory duties to investigate deaths that occur in their counties, 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 Racine County (Racine) agree as follows:

A. Waukesha County's Obligations

- A1. Waukesha shall employ at least one board certified forensic pathologist during the pendency of this agreement. In lieu of a second board certified forensic pathologist, the County will provide a non-board certified pathologist for appropriate cases.
- A2. Waukesha currently owns, and shall continue to own and maintain during the pendency 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 utilized by Racine under this agreement and there will be no separate charges to Racine for use of this space.
- A3. Waukesha's pathologist shall provide case work to Racine 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.
- A4. 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 designee. Waukesha shall provide preliminary autopsy findings reports to Racine 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. Waukesha County will provide an autopsy report for non complicated cases within 30 days. Waukesha County will provide an autopsy report for complicated cases within 60 days.

- A5. Waukesha shall hold all tissue samples, slides and toxicology samples for the same time frame routinely applied to Waukesha cases, unless Racine specifies a different time frame and notice is provided to Waukesha in writing.
- A6. In year one of this agreement (2009), Waukesha will bill Racine on a monthly basis for services provided by the pathologist at the rate of:
- | | |
|-----------------|---|
| Autopsy Charge: | \$1,600.00 per case |
| External Exam: | \$225.00 per case |
| Testimony: | \$1,200.00 per day or \$600.00 per half day flat rate |
- In years two (2010) through five (2013) of this agreement, the rates quoted above shall increase by a total of 3.5% per case, per year. The rate quoted for testimony shall increase by 3.5% per day and 3.5% per half day in years two through five.
- A7. When possible, Waukesha shall comply with Racine's designation of a toxicology laboratory to utilize for Racine's cases. Racine shall designate a laboratory at the time it is notified of the need for toxicology testing by the Waukesha pathologist. If Racine fails to designate a laboratory, the Waukesha pathologist shall have the discretion to choose a laboratory.
- A8. Records for Racine cases performed by the Waukesha pathologist shall be considered Racine's records and Racine shall be considered to be the custodian of these records for purposes of open records requests. Records shall be sent to Racine as soon as possible while a case is pending. Requests for records of Racine cases received by the Waukesha County's Medical Examiner's office shall be transmitted to Racine for response. Waukesha may maintain copies of records for Racine cases in order to allow Waukesha personnel to answer questions during the pendency of a case. Waukesha will maintain a numbering system for Racine cases separate from those numbered for Waukesha's own cases. Requests for records of Racine cases received by the Waukesha County's Medical Examiner's office shall be transmitted to Racine for response.
- A9. Waukesha will provide storage for bodies from Racine for Racine cases at no charge to Racine. Following the release of a body by the Waukesha pathologist and Racine, Waukesha's regular storage policy and fees shall apply. Fees shall then be charged to the funeral home designated by next of kin. Racine's release of bodies shall not be unreasonably withheld.
- A10. Waukesha shall provide in office anthropological examinations of animal bones as needed for Racine cases. Cases requiring extended anthropological examinations shall be at Racine's expense as set out below.

B. Racine County's Obligations

- B1. Racine shall pay, in accordance with the above schedule, for a minimum of 40 cases even if the services of the Waukesha pathologist are utilized for fewer than 40 cases in any year covered by this agreement.

- B2. Racine shall be responsible for transporting bodies to Waukesha's facilities at Racine's expense.
- B3. In addition to the amounts payable for the services of the Waukesha pathologist pursuant to this agreement, Racine 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 Racine when Waukesha's pathologist determines that services from outside sources is necessitated. Whenever possible, Waukesha will attempt to have Racine directly billed for such services. In the event that Waukesha is billed by a third party provider, Racine will separately compensate Waukesha for said expenses upon presentation of proof of Waukesha's payment for the expense.
- B4. Racine 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 Racine case by any Waukesha or Racine employee or any Racine agent or contractor.
- B5. Racine 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.
- B6. At their discretion, Racine may send observers to any autopsy of a Racine case performed by Waukesha. Racine observers must comply with the direction of the Waukesha pathologist at all times while on the Waukesha premises. The provisions of B4 shall apply to any observers sent by Racine for Racine cases.
- B7. Racine will provide the Waukesha pathologist with pertinent investigative information correlating with autopsies performed by the Waukesha pathologist under this agreement.
- B8. Racine will be required to retain the services of a forensic odontologist, to perform dental identification or bitemark workups at Racine's expense.
- B9. Racine shall be required to retain the services of an anthropological expert for extended anthropological examinations at Racine's expense.
- B10. Any contractor or expert retained by Racine who will perform work on a Racine 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 Racine 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 pathologist or Racine's payment for cases performed by the Waukesha pathologist is withdrawn by a county board, this agreement may be terminated.

C2. Subject to section C1., above, after 3 years 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
515 W. Moreland Blvd.
Waukesha, WI 53188

Racine County
Joan C. Rennert
730 Wisconsin Ave.
Racine, WI 53403

Either party may terminate at any time, and with 30 days notice to the other party, if the other party fails to comply with any term of this agreement.

Except in the event of termination for non-compliance with any term of this agreement, as provided for in the immediately preceding subparagraph, Racine's financial obligations pursuant to this agreement, including the obligation to pay for the minimum of 40 cases per year shall survive, regardless of the time of termination of this agreement during any year of this agreement. In the event of termination for non-compliance with any term of this agreement, Racine will be obligated to pay Waukesha for all services provided as specified in this agreement, including, but not limited to, paragraph A6.

C3. This agreement may be renewed for two one year periods, beyond the three year minimum period required by paragraph C2, only in accordance with the terms of paragraph A6, above.

C4. This agreement cannot be assigned by one party without the written permission of the other party.

Date: _____

Date: _____

Waukesha County

Racine County

Racine County