



AUTOPSY AGREEMENT
Racine County

AUTOPSY AGREEMENT
between
RACINE COUNTY & MILWAUKEE COUNTY

This **AGREEMENT** (the “**Agreement**”), dated _____, is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Medical Examiner’s Office** (“**Milwaukee County**”) and **Racine County**, combined to be considered the Parties to this Agreement (“**Parties**”), for the purpose of cooperation in providing autopsy and laboratory services for the period beginning January 1, 2021 and continuing through December 31, 2023.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Scope of Services.

a. Autopsy Services.

Milwaukee County shall perform all Racine County autopsies ordered by the Racine County Medical Examiner on location at the Milwaukee County Medical Examiner’s Office. Milwaukee County shall provide for storage of bodies at the Medical Examiner’s Office for a period not to exceed thirty (30) days. Autopsies shall include all pathologist dissection, routine toxicology, photography, digital radiography, and histology services.

b. Autopsies at Ascension All Saints Hospital.

Racine County shall be responsible for any autopsies the Racine County Medical Examiner may arrange to have conducted by pathologists at Ascension of persons who died at Ascension All Saints Hospital in Racine, Wisconsin.

c. Toxicology.

When possible, Milwaukee County will comply with Racine’s designation of a toxicology laboratory to utilize for Racine County’s cases. Racine County shall designate a laboratory at the time it is notified of the need for toxicology testing by Milwaukee County.

d. Reports and Digital Imagery.

Milwaukee County shall provide Racine County a written autopsy protocol and toxicology report to Racine County in a timely manner, defined as thirty (30) days for routine, uncomplicated cases and sixty (60) days for those cases requiring outside consultation. Milwaukee County agrees that provisional results will be provided within twenty-four (24) hours of autopsy completion. a digital copy of all photographs and radiographic images, if taken, for each autopsy performed.

e. Courtroom Testimony.

Milwaukee County shall provide courtroom testimony concerning any autopsy performed by the County at the rate defined in Section 3: Fees.

f. Additional Services.



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Any additional services requested by Racine County of Milwaukee County may be provided by Milwaukee County as agreed by the two counties, at the rate negotiated and/or agreed between the counties for such services. Racine County shall pay for additional toxicology, serology, odontological, and/or other services (e.g., courtroom testimony) that Racine County requests Milwaukee County perform.

g. Transport of Bodies.

Racine County shall transport any Racine County bodies to and from the Milwaukee County Medical Examiner's Office for the autopsies and shall be responsible for the logistics and costs related to any such transport.

h. Custodian of Records.

Records for Racine County cases shall be considered Racine County's records and Racine County shall be the custodian of these records for purposes of public records requests. Records shall be sent to Racine County as soon as possible while a case is pending. Requests for records of Racine County cases received by the Milwaukee County Medical Examiner's office shall be transmitted to Racine County for response. Milwaukee County may maintain copies of records for Racine County cases to allow Milwaukee County personnel to answer questions during the pendency of a case.

2. Term and Termination.

a. Term.

The Term of this Agreement shall commence on the date of signing and shall continue in full force and effect until December 31, 2023 unless terminated in accordance with this Section.

b. Funding Contingency.

Both Parties to this Agreement understand that the Agreement is subject to funding continuation by their respective county boards, and in the event that funding for either the Milwaukee County Medical Examiner's Office or Racine County's payment for cases performed by the Milwaukee County Medical Examiner's Office is withdrawn by a county board, this agreement may be terminated.

c. Termination.

In addition to the right to terminate for failure to appropriate funds, either Party may terminate this Agreement for any reason by providing the other Party with written notice of intent to terminate with a minimum of thirty (30) days' notice. Racine County shall be responsible for payment for services contracted and provided prior to the termination date and shall pay for such services in a timely manner.

3. Fees & Payments.

Racine County shall compensate Milwaukee County a total of \$1,700.00 for each autopsy performed. This fee includes all pathologist dissection, routine toxicology, photography,



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digital radiography, and histology services. If requested by Racine County, Milwaukee County shall provide courtroom testimony concerning any autopsy performed by it at a rate of \$500.00 per hour.

4. Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Racine County:

Name: Racine County Human Services Department
ATTN: Gwen Zimmer
Address: 1717 Taylor Ave
Racine, WI 53403

To Milwaukee County:

Milwaukee County ME's Office
ATTN: Medical Examiner
933 West Highland Avenue
Milwaukee, WI 53233

With a Copy to:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233
Margaret.Daun@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

5. Public Records.

Both parties understand that each is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Both counties hereby agree to be obligated to assist the one another in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the breaching county shall then and in such event be obligated to indemnify, defend and hold the non-breaching county harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years following the termination of this Agreement.

6. Limitation of Liability.

To the fullest extent permitted by law, Racine County and Milwaukee County shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Racine County's and Milwaukee County's respective liabilities shall be limited by Wisconsin Statutes §345.05(3) for automobile and §893.80(3) for general liability. Racine County and Milwaukee County each represent that they are financially responsible and will therefore be able to respond in damages because any injuries, damages or losses so occasioned by their respective acts omissions and negligence.



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7. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

8. Choice of Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

9. Assignment Limitation, Subcontracts.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

10. Severability.

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

11. Modification and Waiver.

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

12. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR RACINE COUNTY:

BY: Brian Peterson DATE: 11/9/2020
Brian L. Peterson, MD
Medical Examiner

BY: Gwen Zimmer DATE: 11/30/2020
Jonathan Delagrave
Racine County Executive

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: _____ DATE: _____
Risk Manager
Office of Risk Management

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: _____ DATE: _____
Milwaukee County Comptroller
Office of the Comptroller

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: _____ DATE: _____
County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: _____ DATE: _____
Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE	
	Professional Service - Operating	
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Medical Examiner	490	4900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.

NAME OF VENDOR	ADDRESS
Racine County	730 Wisconsin Avenue Racine, WI 53403

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/21 12/31/23	36		

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2018							3599				\$ 99,000.00
2019							3599				\$99,000
2020							3599				\$ 99,000.00

PURPOSE OF CONTRACT

Provide autopsy and consulting support to Racine County.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved passive review

If NO, why is County Board approval not required? pending

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Karen Domagalski	10/19/20	Operations Manager
Prepared By	Date	Title
<i>Karen Domagalski</i>	11/9/2020	Operations Manager
Signature of County Administrator	Date	Title

Certificate Of Completion

Envelope Id: 356F905F0115465DB05661A2220A1D20	Status: Sent
Subject: Please DocuSign: MKE-Racine Autopsy Contract 2021-2023	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Erin Schaffer
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	erin.schaffer@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking

Status: Original	Holder: Erin Schaffer	Location: DocuSign
11/9/2020 4:32:28 PM	erin.schaffer@milwaukeecountywi.gov	

Signer Events

Signature	Timestamp
Brian Peterson	Sent: 11/9/2020 4:50:44 PM
Brian.Peterson@milwaukeecountywi.gov	Viewed: 11/9/2020 5:06:13 PM
Chief Medical Examiner	Signed: 11/9/2020 5:06:23 PM
Milwaukee County	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 184.58.180.119	

Electronic Record and Signature Disclosure:
 Accepted: 6/3/2015 1:48:57 PM
 ID: 369e9d7a-3461-4d4d-a2a4-6dff40f831ed

Karen Domagalski	Sent: 11/9/2020 4:50:44 PM
karen.domagalski@milwaukeecountywi.gov	Viewed: 11/9/2020 7:28:43 PM
Operations Manager - Medical Examiner	Signed: 11/9/2020 7:28:54 PM
Milwaukee County	
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 204.194.251.3	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Gwen Zimmer	Sent: 11/9/2020 7:28:56 PM
gwen.zimmer@racinecounty.com	Viewed: 11/12/2020 8:31:21 AM
Security Level: Email, Account Authentication (None)	Signed: 11/30/2020 9:53:39 AM
Signature Adoption: Pre-selected Style	
Using IP Address: 209.225.110.3	

Electronic Record and Signature Disclosure:
 Accepted: 11/12/2020 8:31:21 AM
 ID: 9c8ec222-f26f-46ea-b3cc-e7539f0e96b6

Comptroller	Sent: 11/30/2020 9:53:41 AM
ComptrollerSignature@milwaukeecountywi.gov	Viewed: 12/1/2020 3:38:37 PM
Comptroller	
Milwaukee County	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Risk Management		Sent: 11/30/2020 9:53:41 AM
<p>Interim Director Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>County Executive David Crowley David.Crowley@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Corporation Counsel</p> <p>Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2020 4:50:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.