

**AUTOPSY AGREEMENT
with
Washington County**

This AUTOPSY AGREEMENT (the “PSA” or “Agreement”) is dated as of January 1, 2026 (the “Effective Date”) and is between **Milwaukee County**, a Wisconsin municipal body corporate represented by its Medical Examiner (the “County”) and **Washington County**, a Wisconsin municipal body corporate represented by its Medical Examiner with a primary place of business at 500 Rolfs Avenue, Room 1130, West Bend, WI 53095 (the “Contractor”) combined to be considered the Parties to this Agreement (“Parties”).

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

1. Scope of Services.

1.1 Autopsy Services.

Milwaukee County shall provide autopsy services to Contractor on location at the Milwaukee County Medical Examiner's Office. Milwaukee County shall provide for storage of bodies at the Milwaukee County Medical Examiner's Office (and no other Medical Examiner/Coroner Offices) for a period not to exceed forty-eight (48) hours following the completion of the autopsy/external examination. After this forty-eight (48) hour period, fees for storage shall be paid by Contractor as outlined in Section “1.7” below. Autopsies shall include all pathologist dissection, routine toxicology performed by Milwaukee County Toxicology Laboratory, photography, digital radiography, and routine histology services. In no event shall this Agreement be construed to obligate Milwaukee County to accept any decedent for autopsy nor shall Contractor be obligated to send any decedent for autopsy to Milwaukee County. Milwaukee County is not responsible for making alternate arrangements for autopsies. If a requested toxicology and/or histology service is not available at the Milwaukee County Medical Examiner's Office or if the sample is not the matrix the Milwaukee County Medical Examiner usually runs, the Milwaukee County Medical Examiner will consult with Contractor and will at Contractor's separate direction send the sample to an appropriate reference laboratory. This entire cost of third-party testing incurred by the Milwaukee County Medical Examiner's Office will be billed back to Contractor in addition to any testing done.

1.2 Toxicology.

When possible, Milwaukee County will comply with Contractor's designation of a toxicology laboratory to perform toxicological analysis on Contractor's autopsy cases. Contractor shall specify its choice of a toxicology laboratory at the time it reports the case to the Milwaukee County Medical Examiner's Office. If Contractor selects a toxicology laboratory other than Milwaukee County, Contractor shall ensure that both Contractor and Milwaukee County receive a copy of the toxicology report, and Contractor shall ensure that it is invoiced directly for such toxicology services.

1.3 Reports and Digital Imagery.

Milwaukee County shall provide Contractor with a written autopsy protocol (or external examination report) in a timely manner, adhering to the turn-around-times required for accreditation by the National Association of Medical Examiners (NAME). If Contractor selects Milwaukee County as a toxicology laboratory, Milwaukee County shall provide Contractor with the toxicology report in a timely manner, adhering to turn-around times required for accreditation by NAME. Milwaukee County agrees that provisional examination findings will be

provided within twenty-four (24) hours of autopsy/external examination completion. A digital copy of any and all photographs and radiographic images taken during each autopsy/external examination performed shall be provided to the Contractor. The Parties agree that cause of death determinations are not expected in external examinations.

1.4 Courtroom Testimony.

Milwaukee County shall provide courtroom testimony concerning any autopsy performed by the Milwaukee County Medical Examiner's Office at the rate defined in Section 3, Compensation & Payment.

1.5 Additional Services.

Any additional services requested by the Contractor of Milwaukee County may be provided by Milwaukee County as agreed by the Parties, at the rate negotiated and/or agreed between the Parties for such services. The Contractor shall pay all costs for additional toxicology, serology/laboratory testing, odontology, anthropology, neuropathology, cardiopathology, genetic testing, disinterments and/or other services (e.g., expert witness testimony and other consultant fees) that the Contractor requests Milwaukee County to perform.

1.6 Intake Requirements.

Prior to transporting any decedent to the Milwaukee County facility, the Consultant official authorizing and requesting an autopsy shall contact the Milwaukee County Medical Examiner to ensure that the Medical Examiner is able to receive/store and/or perform the autopsy. The Contractor shall be responsible for the transport of decedents on whom they are requesting examinations to and from the Milwaukee County Medical Examiner's Office and shall be responsible for the logistics, liability and costs related to any such transport.

1.7 Storage of Bodies.

The County shall provide usual and customary storage for up to forty-eight (48) hours following the completion of autopsy or external examination for bodies received from the Contractor at no charge to the Contractor. Following this forty-eight (48) hour period, the County's regular storage policy and fees shall apply if additional storage is required. The County further shall not accept additional bodies for autopsy from Contractor if bodies are not removed within the forty-eight (48)-hour period. Failure to remove a body or bodies from the Milwaukee County Medical Examiner's facility within forty-eight (48) hours following examination may result in refusal by Milwaukee County to accept additional bodies for autopsy from the Contractor.

1.8 Custodian of Records.

All records associated with Contractor's cases shall be considered the Contractor's records and the Contractor shall remain identified as the custodian of these records for purposes of public records requests. Reports and records generated by the Milwaukee County Medical Examiner's Office shall be sent to the Contractor as soon as completed. Requests for records of Contractor's cases received by the Milwaukee County Medical Examiner's Office shall be promptly transmitted to the Contractor for response. Milwaukee County may maintain copies of records related to the Contractor's cases to allow Milwaukee County personnel to answer questions while the case is pending, as well as following the completion of the case.

2. Term and Termination.

2.1. Term.

This Agreement shall commence on the Effective Date and shall continue in full force and effect until **31 December 2026** unless terminated in accordance with this Section (such period, the “Term”).

2.2. Funding Contingency.

Both Parties to this Agreement understand that the Agreement is subject to funding continuation by their respective elected officials, and if funding for either the Milwaukee County Medical Examiner's Office or Contractor's payment for cases performed by the Milwaukee County Medical Examiner's Office is withdrawn by such party's county board, this agreement may be terminated.

2.3. Termination.

Either party further reserves the right to terminate the Agreement at any time for any reason by giving the other party thirty (30) days written notice of such termination.

2.4. Payment for Services Upon Termination.

In the event of termination pursuant to this Section 2, Contractor shall pay Milwaukee County for all services on all cases examined up to the date of termination. Fees billed by outside agencies, laboratories and consultants on these cases remain the financial responsibility of the Contractor.

3. Compensation & Payment.

3.1. Compensation.

Contractor shall compensate Milwaukee County a total of \$1850 for each autopsy performed and \$950 for each external examination performed. These fees include all pathologist dissection, routine toxicology, photography, digital radiography, and routine histology services. Expert court testimony is not included in these fees. Milwaukee County provides expert testimony concerning any autopsy or external examination performed by the County at a rate of \$500 per hour. This fee applies to any conferences, liaison, pretrial conferences, criminal depositions, inquests, exhumations, and related travel time requested of Milwaukee County by Contractor. Requests for professional services originating from the Washington County District Attorney's Office are the sole responsibility of the Washington County District Attorney's Office and will be billed directly to that office for payment.

3.2. Payment Terms.

The Contractor will pay all invoices within 30 days of receipt. The County will submit invoices to the following recipient:

Department Name:	Medical Examiner
Division Name:	Washington County Medical Examiner's Office
County Contact Title:	Medical Examiner
Department Address:	500 Rolfs Avenue, Room 1130, West Bend, WI 53095
Department Email:	debbie.stodola@washcowisconsin.gov

4. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("MCCO").

5. Indemnity; Limitation of Liability.

To the fullest extent permitted by law, the Contractor shall indemnify and hold Milwaukee County harmless from and shall defend Milwaukee County against any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect of or arising from the performance of this Agreement, and the Contractor does hereby agree to indemnify and hold Milwaukee County harmless from any and all damages, loss, or liability of any kind, whatsoever, by reason of injury to any third person occasioned by any negligent act, error, or omission of Milwaukee County, its agents, employees, or other persons from whom Milwaukee County is legally liable, in rendering or failing to render services with regard to the performance of this Agreement. The Contractor will at its cost and expense defend and protect Milwaukee County against any and all such claims and demands. Each Party's respective liabilities shall be limited by Wisconsin Statutes §345.05(3) for automobile and §893.80(3) for general liability.

6. Insurance.

7.1 County's Insurance

Milwaukee County is a municipal body corporate that self-funds for liability under Wis. Stat. §§ 893.80 and 895.461(1), and for automobile liability under Wis. Stat. § 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. This protection is applicable to Milwaukee County officers, employees and agents while acting within the scope of their employment or agency.

7.2 Contractor's Insurance

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may affect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

Commercial General Liability Insurance including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

Employers Liability Insurance:

Such insurance shall provide limits of not less than \$100,000 per occurrence for bodily injury; \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate.

It is understood and agreed that coverages that apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

7. Force Majeure.

Milwaukee County shall not be liable for failure to perform any duty or obligation where such failure has been occasioned by any act of God, fire, pandemic, war or terrorism, or any cause outside the reasonable control of the County.

8. 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 via e-mail, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Washington County Medical Examiner
ATTN: Medical Examiner
500 Rolfs Avenue, Room 1130,
West Bend, WI 53095
debbie.stodola@washcowisco.gov

To County:

Milwaukee County Medical Examiner
ATTN: Medical Examiner
933 West Highland Ave.
Milwaukee, WI 53233
wieslaw.tlomak@milwaukeecountywi.gov

With a Copy to:

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

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

9. Public Records.

The Parties understand that each is bound by the public records law, and as such, all the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Both Parties 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 Party shall then and in such event be obligated to indemnify, defend and hold the non-breaching Party 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.

10. Independent Contractor.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, County is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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For Washington County:

A handwritten signature in black ink, appearing to read 'Josh Schoemann', written over a horizontal line.

Josh Schoemann

County Executive

Date 03 Nov 20

For Milwaukee County:

Name _____

Title _____

Date _____