

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety & Justice
INITIATED BY

Randy Terronez
DRAFTED BY

Public Safety & Justice Committee
SUBMITTED BY



September 4, 2014
DATE DRAFTED

APPROVING THE MEDICAL EXAMINER SYSTEM TRANSITION PLAN

1 **WHEREAS**, the Rock County Board of Supervisors approved Resolution #11-1B-270 in January 2011
2 that abolished the Office of Coroner position and established a Medical Examiner system effective
3 January 5, 2015 (conclusion of the Coroner's term); and
4

5 **WHEREAS**, the positions of Chief Deputy Coroner and Deputy Coroner will be abolished effective at
6 11:59 p.m. January 4, 2015; and,
7

8 **WHEREAS**, the Public Safety & Justice Committee reviewed two options related to establishing a
9 Medical Examiner Department: a standalone single county option and a proposal from Dane County;
10 and,
11

12 **WHEREAS**, the two options were presented to representatives from the law enforcement/fire-EMS
13 community and funeral home representatives; and,
14

15 **WHEREAS**, the Dane County proposal is the most advantageous to the County based upon a higher
16 standard of professional expertise and the positive working relationships experienced by Rock County
17 stakeholders.
18

19 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly
20 assembled this 11 day of September, 2014 accepts the Dane County option and approves the
21 intergovernmental agreement that delineates the roles and responsibilities of each county as per the
22 proposal supplied by Dane County.
23

24 **BE IT FURTHER RESOLVED**, that the following items be approved:
25

26 A. Establish the following Medical Examiner Department staff positions effective January 5, 2015
27 at 12:00 a.m.:

		Full Time
<u>Position</u>	<u>Pay Grade</u>	<u>Equivalent</u>
Lead Medicolegal Investigator	Unilat. (23C)	1.00
Medicolegal Investigators	Unilat. (19C)	2.00
<u>ME Clerical Worker</u>	<u>Part-time</u>	<u>.40</u>
	Total	3.40

34 B. Establish a pool of part-time Unilateral Medicolegal Investigators at pay grade 19C effective
35 January 5, 2015 at 12:00 a.m.

Respectfully Submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver
Mary Beaver, Chair

Terry Fell
Terry Fell

Henry Brill
Henry Brill, Vice Chair

Larry Wiedenfeld
Larry Wiedenfeld

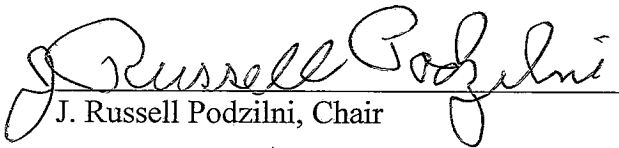
Brian Knudson
Brian Knudson

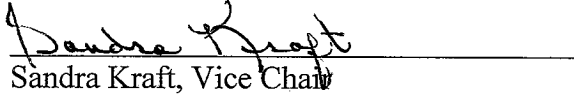
14-9A-110

APPROVING THE MEDICAL EXAMINER SYSTEM TRANSITION PLAN

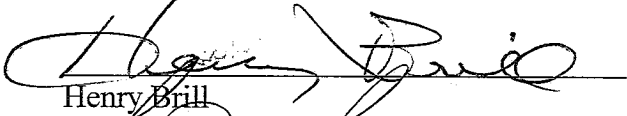
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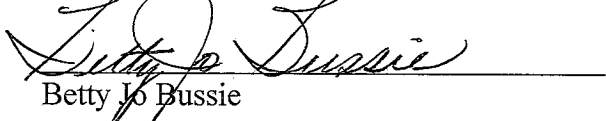
COUNTY BOARD STAFF COMMITTEE

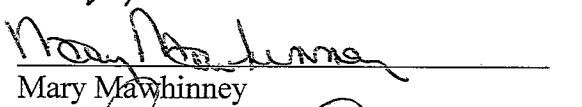

J. Russell Podzilni, Chair

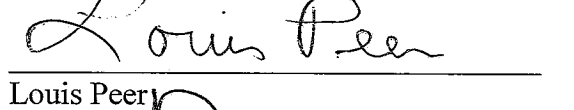

Sandra Kraft, Vice Chair

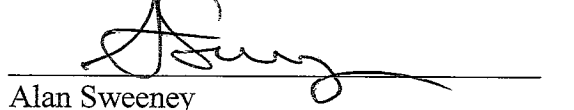

Eva Arnold


Henry Brill


Betty Jo Bussie


Mary Mawhinney

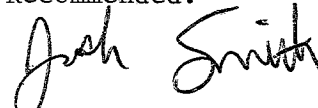

Louis Peer


Alan Sweeney


Terry Thomas

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

FISCAL NOTE:

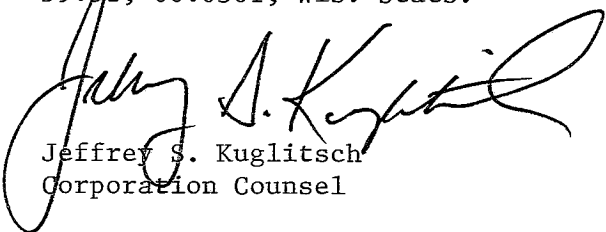
This resolution establishes the structure of the Medical Examiner system for fiscal year 2015. Funding for the contract with Dane County and for the newly established Medical Examiner Department staff positions will need to be included in the 2015 budget.



Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.22(2), 59.51, 66.0301, Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel

Executive Summary

Approving the Medical Examiner System Transition

The Rock County Board of Supervisors approved the conversion of the Coroner's Office to a Medical Examiner in January 2011 (refer to Resolution #11-1B-270). One of the major reasons for this decision was to operate in a more efficient, professional manner that would ensure the highest quality of services to the residents of Rock County. The effective date of the change is January 5, 2015, the end of the (now vacant) coroner's term of office.

The Public Safety & Justice Committee reviewed a staff report on the transition to the Medical Examiner system that summarized two options:

- 1.) A standalone single county option with a non-physician Medical Examiner and
- 2.) A proposal from Dane County for providing program management and forensic pathology oversight and services to Rock County.

Both options would be a departure from the current operations along the following areas:

- A. Emphasis on case consistency such that the staff person that initially responds to the scene is the same individual that follows the case through closure. This concept results in a staffing model change from per diem deputies to an established full-time and part-time complement of staff.
- B. Increase in the number of autopsies conducted. In Dane County's review of Rock County's activity, Rock County tends to have a lower level of autopsies conducted as compared to Dane's experience. Rock County conducts autopsies on 11% of the caseload while Dane County conducts autopsies on 21% of the caseload. The difference can be attributed to Dane County having a forensic pathologist reviewing all cases and making a professional judgment on the need for an autopsy. For comparison purposes, the single county standalone option and Dane County proposal are based upon 85 autopsies. The 2014 budget contained funds for approximately 60 autopsies.
- C. All autopsies would be conducted by the Dane County forensic pathologist. Currently, a pathologist based out of Mercy Hospital is used for more routine cases.

Under either of the two options under consideration, Rock County will retain local control of the new Medical Examiner Department. All personnel decisions will be made by Rock County. The physical location of the Medical Examiner Department will be at the Health Care Center.

Both options were presented to representatives from the law enforcement/fire-EMS community and the funeral home industry. Both groups supported the Dane County option.

The Public Safety & Justice Committee selected the Dane County Proposal based upon a higher standard of professional expertise and the positive working relationships experienced by Rock County stakeholders.

An intergovernmental agreement between Rock and Dane County has been developed that delineates the roles and responsibilities of each county as per the proposal supplied by Dane County and is the agreement referenced in the resolution.

Rock County will take the following human resource actions to implement the Medical Examiner system.

1. Abolish the positions of Deputy Coroner Unilateral (7A) \$32,764-\$39,906 and Chief Deputy Coroner Unilateral (14C) \$41,729-\$50,800 effective at 11:59 p.m. on January 4, 2015.
2. Establish the following Medical Examiner Department staff positions effective at 12:00 a.m. on January 5, 2015:

<u>Position</u>	<u>Pay Grade</u>	<u>Full Time Equivalent</u>
Lead Medicolegal Investigator	Unilat. (23C) \$56,903-\$69,153	1.00
Medicolegal Investigators	Unilat. (19C) \$49,613-\$60,209	2.00
ME Clerical Worker	Part-time \$9.18/hour	.40
	Total	3.40

3. Establish a pool of part-time unilateral Medicolegal Investigators at pay grade 19C effective at 12:00 a.m. on January 5, 2015.

Funds have been budgeted in the 2014 budget to accommodate training and any other related costs during the transition period.

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 will be transitioning from a Coroner’s Department to a Medical Examiner’s Department beginning on January 5, 2015; and

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 and Deputy Medical Examiner to provide Medical Examiner services in Rock County ; and

WHEREAS, Rock County would also like 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 providing these services to Rock County as part of a cooperative agreement.

WHEREAS, it would be beneficial for both parties 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 5, 2015 or as soon thereafter as approved by both parties' Boards of Supervisors and executed by both parties and shall continue through December 31, 2016. This Agreement may be extended for an additional period by mutual agreement of the parties.

The parties shall meet by July 31, 2015 to review service levels and autopsy volumes. Additionally, the parties shall meet by June 20, 2016 to discuss an extension to this Agreement.

3. **SCHEDULE AND SCOPE OF WORK.** During the term of this Agreement, the Chief Medical Examiner and the Deputy Medical Examiner of Dane County shall act as the 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. Additionally, for the first 26 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Department an average of 20 hours per week. Thereafter, the Director of Operations or designee shall be on site an average of 12 hours per week.
4. **ADMINISTRATIVE SERVICES.** The Dane County Director of Operations 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. Beginning on or about November 1, 2014, to 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 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 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 2015, the parties shall review the number of autopsies completed pursuant to this Agreement. No reconciliation shall occur if the autopsy number is between 75-95. If the autopsy number is less than 75, Dane County shall reimburse Rock County for the number of autopsies which represents the difference between the number of autopsies done and 75. If the autopsy number exceeds 95, each additional autopsy shall be billed to Rock County. All adjustments shall be at the **Schedule A** autopsy rate.

The parties recognize and agree that, should the number of autopsies be outside of the range of 75-95 in 2015, the parties will renegotiate a potential adjustment in costs for 2016.

All costs associated with a Mass Fatality Event shall be the responsibility of Rock County. Autopsy services shall be billed as specified in **Schedule A**.

Both parties to this Agreement understand that the Agreement is subject to annual

funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner 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 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: _____

J. RUSSELL PODZILNI, Rock County Board Chair

Date Signed: _____

LORI STOTTLER, Rock County Clerk

* * *

FOR DANE COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONNELL, County Clerk

ROCK COUNTY SCHEDULE A

	2015	2016
<p>Office administration and oversight Primarily Dane County Director of Operations January - June 2015 ~20hrs/WK July - December ~ 12hrs/WK</p>	\$48,262.88	\$41,982.71
<p>Forensic Case Review - Every Case - Every Time Each case reviewed by Forensic Pathologist Estimated 500 cases / Year</p>	\$15,612.00	\$18,117.50
<p>Management - Pathologists Estimated at 2 hours / WK</p>	\$12,989.60	\$15,073.50
<p>Autopsy Medicine Estimated 85 autopsy cases for 2015</p>	\$84,000.00	\$86,520.00
<p>Transportation Costs Based on the assumed 85 Autopsies 170 R / T between Dane Morgue and Rock Cooler</p>	\$19,000.00	\$19,570.00
Total	\$179,864.48	\$181,263.71
<p>Transportation costs from the Rock County Morgue/Cooler to the Dane County facility, and from the Dane County Morgue to the Rock County ME Cooler. (2 round trips) All toxicology testing costs, histology testing cost and any other specialized testing would be run through the Rock County Medical Examiner's Office and would be the responsibility of Rock County. The estimated number of cases, 85 would not include a mass fatality event. This number would be re-visited each year for appropriateness.</p>		
Mass Fatality Autopsy Fee (includes transportation) Price Ea.	2015 \$1,215.00	2016 \$1,250.00

Pursuant to the IGA Section 10 PAYMENT: Autopsy costs to be used when calculating reimbursement to Rock County or additional charges to Rock County for Autopsy Medicine shall be the same fee as outlined above for Mass Fatality Autopsies.