

**Contract for
Medical Examiner Services**

This Contract (the “Contract”) is entered into by and between the County of Anoka, Minnesota, 2100 Third Avenue, Anoka, Minnesota, 55303 (hereinafter “Anoka”) and the County of Wright, 10 Second Street NW, Buffalo, Minnesota, 55313, (hereinafter “Wright”).

RECITALS:

1. Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, who is a Doctor of Medicine licensed to practice medicine in the State of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
2. Dr. Quinn Strobl, with assistance of county staff in the Anoka County Medical Examiner’s Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
3. Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
4. Wright County wishes to contract with Anoka County for the provision of autopsy services to Wright County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM

- 1.1. This Contract shall commence on January 1, 2020 and terminate on December 31, 2020.
- 1.2. This Contract will automatically renew for two (2) additional two (2) year terms beginning January 1, 2021 through December 31, 2022 and January 1, 2023 through December 31, 2025 unless notice is given as provided in Section 6. TERMINATION.

2. SERVICES

- 2.1. Anoka will provide the Services as set forth in Attachment A hereto, such attachment being incorporated into and made a part of this Contract.

3. COMPENSATION

- 3.1. Wright shall pay Anoka, as compensation for Services provided during the initial term of this Contract, the amount of \$328,366, to be billed and paid quarterly. This amount is based on a per capita rate of \$2.46 and a population figure of

133,482. Compensation for renewals of this Contract may be increased or decreased accordingly.

- 3.2. It is understood that the above rates are based on the usual and customary Coroner's duties for a county the size of Wright. If a catastrophic event occurs that requires significantly more than the normal medical examiner services, Wright shall reimburse Anoka for the actual cost of additional expenses incurred in performing the duties herein. Catastrophic event shall be defined as one where multiple deaths (5 or more) occur from a single event. If the parties dispute the amount of additional expenses, they hereby agree to (1) use mediation to resolve their difference, and if that fails, (2) to submit to binding arbitration in accordance with the practices and terms of the American Arbitration Association. Mediators and Arbitrators shall be picked by agreement, or failing that, each party shall choose one, who shall then meet and choose the actual arbitrator or mediator. Each party shall pay one-half the cost of the entire process.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

- 4.1. Anoka County will:
 - 4.1.1. Maintain program and statistical records.
 - 4.1.2. Develop and maintain a record-keeping system to log informational or referral requests.
 - 4.1.3. Submit an annual report within ninety (90) days after the end of each year to Wright.
 - 4.1.4. Allow Wright, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka which are relevant to this Contract, pursuant to Minn. Stat. §16C.05, subd. 5.

5. STANDARDS AND LICENSES

- 5.1. Anoka represents that it will provide Services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority). Wright will pay only for Services provided pursuant to such licensing requirements.
- 5.2. Anoka shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.
- 5.3. Failure to meet the requirements of items a. and b. above may be cause for termination of this Contract as set forth in 6. TERMINATION.

6. TERMINATION.

6.1. This Contract will terminate under the following circumstances:

- 6.1.1. by the parties' mutual written agreement;
- 6.1.2. upon at least 3 months' written notice specifying the termination date, given by either party, with or without cause;
- 6.1.3. if a party is in breach of a material obligation under this Contract and has not cured the breach within 15 days of written notice specifying the breach, this Contract will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15-day notice period and pursues cure of the breach in good faith;
- 6.1.4. automatically without notice on December 31, 2025.

7. DATA PRACTICES

- 7.1. Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting, creating, receiving, maintaining, disseminating, or using data for any purpose during its performance of this Contract. Minnesota law governs any data requests as it relates to records created by the Midwest Medical Examiner's Office. If requested by Wright County, the Midwest Medical Examiner's Office will provide notice to Wright County of any requests for data. In the event a question of law arises, Wright County's legal counsel will be responsible for the final decision.
- 7.2. The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.
- 7.3. If the data held by Anoka County pursuant to this Contract are part of an official record under Minnesota Statutes § 15.17, it is the responsibility of Anoka County to maintain the data according to its records retention schedule.

8. NON-DISCRIMINATION

- 8.1. The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

9. INDEMNIFICATION

- 9.1. Anoka does hereby agree that it will defend, indemnify, and hold harmless Wright against any and all liability, loss, damages, costs, and expenses which Wright may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Contract.

9.1.1. This duty to defend, indemnify and hold harmless by Anoka County shall exclude all negligent or intentional acts of Wright County, its employees, servants, or agents.

9.2. Nothing in this Contract waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. § § 3.732 et seq. or any other applicable law.

10. INDEPENDENT CONTRACTOR

10.1. Nothing in this Contract is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Wright County or as constituting Anoka County or its employees as the agent, representative, or employee of Wright County for any purpose.

11. MINNESOTA LAW

11.1. Minnesota laws govern all questions related to the Contract.

11.2. The parties will venue any proceedings related to this Contract in the Anoka County District Court, State of Minnesota.

12. MODIFICATIONS

12.1. Any material alterations, modifications or variations of the terms of this Contract, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

13. NOTICE

13.1. Notice is to be given in writing and either sent by mail or delivered in person.

13.1.1. Notice for Wright County will be directed to Lee R. Kelly, County Administrator, or his successor, Wright County Government Center, 10 – 2nd St. NW, Room 235, Buffalo, MN 55313.

13.1.2. Notice for Anoka County will be directed to Gary Alberts, Director, or his successor, Midwest Medical Examiner's Office, 14341 Rhinestone St. NW, Ramsey, MN 55303.

13.2. Notice served by mail is deemed received 3 days after mailing.

14. MERGER

14.1. It is understood and agreed that the entire Contract of the parties is contained here and that this contract supersedes all oral Contracts and negotiations between the parties relating to this subject matter. All items

referred to in this contract are incorporated or attached and deemed to be part of the contract

The parties have entered into this Contract as of the date of the final signature below.

County of Anoka, Minnesota

County of Wright, Minnesota

By: _____

By: _____

Anoka County Administrator

, Chair,
Wright County Board of Commissioners

Date: _____

Date: _____

Attest:

By: _____

By: _____

Gary Alberts, Director
Midwest Medical Examiner's Office

Lee R. Kelly
Wright County Administrator

Approved as to form and execution:

Approved as to form and execution:

Assistant County Attorney

(Assistant) County Attorney

Date: _____

Date: _____

Attachment A- Per-Capita Contract

Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. *Accreditation by the National Association of Medical Examiners.*
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician when autopsy is completed.
8. Weekday, weekend, and holiday coverage.
9. Faxed copies of medical examiner summary to one or more of the following; law enforcement, county attorney, and county coroner per guidelines determined within county.
10. Participate in multi-agency debriefing or emotional/complex cases when appropriate.
11. Record hospice deaths.
12. Facilitate tissue donation
13. Cremation approvals.
14. Annual statistical review with county commissioners/boards
15. Cardiac and Neuropathology referral exams included
16. Death scene investigations performed by trained investigators (employees) with 40 to 45 minute response time. This response time is subject to extraordinary circumstances beyond the investigators' control including, without limitation, inclement weather, natural disaster or physical barriers such as road inaccessibility. In such case, a good faith effort will be made to arrive as soon as practicable.

17. Taking possession of the decedent's personal property found on or near the body and releasing it pursuant to Minn. Stat. § 390.225, subd. 3.
18. Court appearance for grand juries and trials (no additional charge).
19. Transportation from the death scene to the morgue.
20. Educational services including:
 - A. An initial training session on death investigation (approximately 20 to 24 hours).
 - B. Annual in-service for death investigators and law enforcement or as needed.
18. Mass disaster preparedness.
20. Report environmental drowning(s) to Department of Natural Resources.
21. Report all infant deaths to SIDS center for grief counseling.
22. Participate in child mortality review.
23. Provide statistical information to MN Department of Health and State of MN.