

**Contract for
Medical Examiner Services**

This CONTRACT (the “Contract”) is entered into by and between **Anoka County, Minnesota**, 2100 Third Avenue, Anoka, MN 55303 and **Beltrami County, Minnesota**, 701 Minnesota Avenue NW, Bemidji, MN 56601.

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.) Beltrami County wishes to contract with Anoka County for the provision of autopsy services to Beltrami County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM

1.1 This Contract will commence on January 1, 2019, and will terminate on December 31, 2020 unless it terminates by operation of circumstances outlined in Section 6. TERMINATION.

1.2 This Contract will automatically renew for two (2) additional two (2) year terms from January 1, 2021 through December 31, 2022 and January 1, 2023 through December 31, 2024 unless notice is given as provided in Section 6. TERMINATION.

2. SERVICES

2.1 Anoka County will provide autopsy services as described in Attachment A, which is incorporated into and made a part of this Contract.

3. COMPENSATION

3.1 Beltrami County will pay Anoka County, as compensation for autopsy services provided during the term of this Contract, the amount of **\$2,000.00** per autopsy performed. Additional fees may be incurred for neuropathology or cardiac consultations. All fees will

be billed upon completion of work and are payable upon receipt. Additionally, Beltrami County will pay to Anoka County a monthly administrative fee of \$150.00 to be paid quarterly beginning January 1, 2019. The administrative fee is primarily to cover training of law enforcement professionals, coordination of information requests from local agencies and maintenance of the hospice pre-registration information.

- 3.2 If a catastrophic event occurs that requires significantly more than the normal services, Beltrami County will 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 in 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.
- 3.3 In addition to the base amount Anoka County may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.

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

- 4.1 Anoka County will maintain appropriate records related to services provided under this Contract. In the event this Contract terminates, Anoka County will turn over to Beltrami County all records in its possession relating to services provided pursuant to this and previous agreements.
- 4.2 Anoka County agrees to allow Beltrami County, 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 County that are relevant to this Contract, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

- 5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).
- 5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

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, 2024.
- 6.2 Termination of this Contract shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Beltrami County of its obligation to pay all charges that accrued prior to such termination.
- 6.3 The parties' rights and obligations under this Contract shall survive termination of this Contract.
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 in the course of 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 Beltrami County, the Midwest Medical Examiner's Office will provide notice to Beltrami County of any requests for data. In the event a question of law arises, Beltrami 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, section 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 County agrees that it will defend, indemnify, and hold harmless Beltrami County against any and all liability, loss, damages, costs, and expenses which Beltrami County 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 any and all negligent or intentional acts of Beltrami County, its employees, servants or agents.

9.1.2 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 Beltrami County or as constituting Anoka County or its employees as the agent, representative, or employee of Beltrami 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. NOTICE

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

12.1.1 Notice for Beltrami County will be directed to Kay Mack, Administrator, 701 Minnesota Ave. NW, Bemidji, MN 55601-3178.

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

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

13. MODIFICATIONS

13.1 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.

14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements 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 first written above.

County of Anoka, Minnesota

County of Beltrami, Minnesota

By: _____
Jerry Soma
County Administrator

By: _____
Richard Anderson
Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

By: _____
Kay Mack
County Administrator

Approved as to form:

Approved as to form:

Nancy Norman Sommer
Assistant County Attorney

David Hanson
County Attorney

Attachment A

Autopsy 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 and 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. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.