

Anoka County Contract No C000 4400B

**Contract for
Medical Examiner Services**

This CONTRACT is between Anoka County, Minnesota, 14341 Rhinestone St NW, Ramsey, MN 55303 and Chippewa County, Minnesota, 629 North Eleventh Street, Montevideo, MN 56265.

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

THEREFORE, IT IS MUTUALLY AGREED:

1. **TERM.**
 - 1.1 This Agreement will commence on January 1, 2022, and will terminate on December 31, 2023.
 - 1.2 This Agreement will automatically renew for two additional one year terms unless either party notifies the other party in writing, before September 30, 2023 and September 30, 2024, of their intent not to renew the agreement.
 - 1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.
2. **SERVICES.**
 - 2.1 Upon request, Anoka County will provide services as described in Attachment A, which is incorporated into and made a part of this Agreement.
3. **COMPENSATION.**
 - 3.1 Chippewa County will pay Anoka County, as compensation for autopsy services and related consultation and testimony, according to the current Anoka County Fee schedule,

a copy of which is attached hereto as Exhibit B. Additionally, Chippewa County will pay to Anoka County a monthly administrative fee of \$125.00 to be paid quarterly beginning January 1, 2018.

- 3.2 In addition to the base amount, the medical examiner's office may also charge for legal time incurred because 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, AND MONITORING.
 - 4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.
 - 4.2 Anoka County agrees to allow Chippewa 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 Agreement, 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 following 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 Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement 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 Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Chippewa

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 Agreement 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 Chippewa County will be directed to Michelle May, County Auditor, Chippewa County Courthouse, 629 North Eleventh Street, Montevideo, MN 56265.
 - 12.1.2 Notice for Anoka County will be directed to Shane Sheets, 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 Agreement, 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 agree to be bound by the terms of this Agreement.

County of Anoka, Minnesota

DocuSigned by:
Rhonda Sivarajah
27D3CB52C23646E...
By: _____
Rhonda Sivarajah
County Administrator

Date: 10/29/2021

County of Chippewa, Minnesota

DocuSigned by:
David Nordaune
By: _____
David Nordaune
Chair, Board of Commissioners

Date: 10/28/2021

Attest:

DocuSigned by:
Michelle May
2E10812BF382443...
By: _____
Michelle May
County Auditor/Treasurer

Approved as to form and execution

DocuSigned by:
Nancy Norman Sommer
638AE1E1559A4FC...
Nancy Norman Sommer
Assistant County Attorney

Approved as to form and execution:

Matthew Haugen
Matthew Haugen
Chippewa 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 Joint Commission on Accreditation of Hospitals Organization, 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. 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.