

**Contract for
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 2100 Third Avenue, Anoka, MN 55303 and **Polk County, Wisconsin**, 100 Polk Plaza, Balsam Lake, WI 54810.

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.) Polk County wishes to contract with Anoka County for the provision of autopsy services to Polk County. Polk County has submitted the contract to the Wisconsin Attorney General pursuant to Wisconsin Statute §66.0303(3)(a) and said statutory requisites have been satisfied.

THEREFORE, IT IS MUTUALLY AGREED:

1. **TERM.**
 - 1.1 This Agreement will commence on January 1, 2017 and will terminate on December 31, 2019.
 - 1.2 The parties may agree to extend the provisions of this contract for additional terms by written mutual agreement.
 - 1.3 This Agreement may be terminated early as provided in Section 6. **TERMINATION.**
2. **SERVICES.**
 - 2.1 Upon request, Anoka County will provide autopsy services as described in Attachment A, which is incorporated into and made a part of this Agreement.
3. **COMPENSATION.**

- 3.1 Polk County will pay Anoka County, as compensation for autopsy services provided annually, during the term of this Agreement, the amount of **\$36,000.00**, to be billed and paid quarterly in the amount of **\$9,000** as compensation for autopsy services provided during the term of this Agreement. Additional fees may be incurred for neuropathology or cardiac consultations.
- 3.2 The agreed upon compensation is based upon an average of eighteen (18) autopsies per year at \$2,000.00 per autopsy.
- 3.3 If a catastrophic event occurs that requires significantly more than the normal services, Polk 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 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.
- 3.4 In addition to the base amount the ME office 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, AND MONITORING.

- 4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.
- 4.2 Anoka County agrees to allow Polk 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 by 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 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 with notice by Polk County that the Wisconsin Attorney General has rescinded or otherwise withdrawn approval provided by Wisconsin Statute §66.0303(3)(a)(2009), and as may be amended. In this event, Polk County shall remain financially responsible for services rendered up until the date of the notice of termination.
- 6.1.5 without notice on December 31, 2019.
- 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 Polk County of its obligation to pay all charges that accrued prior to such termination.
- 6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.
- 7. DATA PRACTICES AND PUBLIC RECORDS LAW.
 - 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 Agreement.
 - 7.2 Polk County is required to comply with the Wisconsin Public Records Law in retaining records and processing requests for public records as the same may relate to its performance of this contract.
 - 7.3 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.
- 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 AND INSURANCE

9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Polk County against any and all liability, loss, damages, costs, and expenses which Polk 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 Agreement. Anoka County agrees to annually provide Polk County a certificate of insurance that evidences liability coverage of the services to be provided under this Agreement.

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

9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq., relevant Wisconsin law or any other applicable law.

10. INDEPENDENT CONTRACTOR.

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

11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 In the event a disagreement or question arises relating to the Contract that is not resolvable the parties 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 under the same terms and conditions as outlined in 3.3 above.

11.3 The parties will venue any proceedings related to this Agreement that are otherwise not resolvable through mediation or arbitration 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 Polk County will be directed to Jonn Dinnies, Polk County Medical Examiner, 100 Polk County Plaza, Suite 180, Balsam Lake, WI 54810.

12.1.2 Notice for Anoka County will be directed to Jerry Soma, County Administrator, 2100 Third Avenue, Anoka, 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

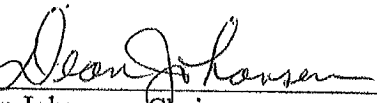
14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

County of Anoka, Minnesota

County of Polk, Wisconsin

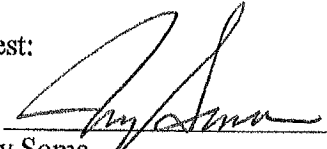
By: 
Rhonda Sivarajah, Chair
Board of Commissioners

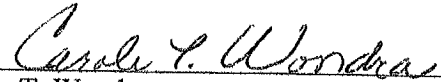
By: 
Dean Johansen, Chair
Board of Supervisors

Date: 7-19-16

Date: 11/18/16

Attest:

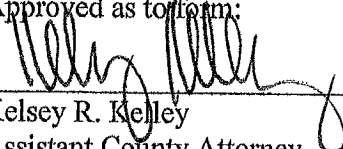
By: 
Jerry Soma
County Administrator

By: 
Carole T. Wondra
County Clerk

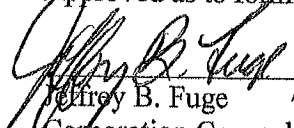
Date: 7-19-16

Date: 11-18-16

Approved as to form:


Kelsey R. Kelley
Assistant County Attorney

Approved as to form:

 , November 15, 2016
Jeffrey B. Fuge
Corporation Counsel

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. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician when autopsy is completed.
8. Faxed copies of medical examiner summary to one or more of the following: Law enforcement, county attorney and county coroner per guidelines within county.
9. Participate in multi-agency debriefing or emotional/complex cases when appropriate.