

**Contract for
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 14341 Rhinestone St NW, Ramsey, MN 55303 and **Swift County, Minnesota**, 301-14th Street N., Benson, MN 56215.

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

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

1.1 This Agreement will commence on January 1, 2020, and will terminate on December 31, 2021.

1.2 This Agreement will automatically renew for two (2) additional two (2) year terms (January 1, 2022 – December 31, 2023 and January 1, 2024 – December 31, 2025) unless either party notifies the other party in writing, before September 30, 2021 or September 30, 2023, 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 Swift 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, Swift County will pay to Anoka County a monthly administrative fee of \$125.00 to be paid quarterly beginning January 1, 2020.
- 3.2 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 Swift 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 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 without notice on December 31, 2025.

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 Swift 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.

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 Swift County, the Midwest Medical Examiner's Office will provide notice to Swift County of any requests for data. In the event a question of law arises, Swift 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 Swift County against any and all liability, loss, damages, costs, and expenses which Swift 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.

9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Swift 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. 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 Swift County or as constituting Anoka County or its employees as the agent, representative, or employee of Swift 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 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 Swift County will be directed to Kelsey Baker, County Administrator, Swift County Office Building, 301 – 14th St. N., Benson, MN 56215.

12.1.2 Notice for Anoka County will be directed to 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.

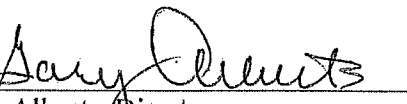
The parties have entered into this Agreement as of the date first written above.

County of Anoka, Minnesota

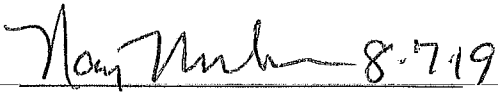
By: 

County Administrator

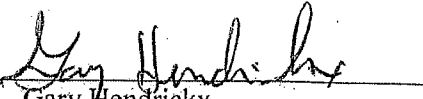
Date: 8-7-19

By: 
Gary Alberts, Director
Midwest Medical Examiner's Office

Approved as to form:

 8-7-19
Nancy Norman Sommer
Assistant County Attorney

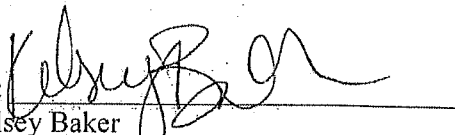
County of Swift, Minnesota

By: 
Gary Hendrickx

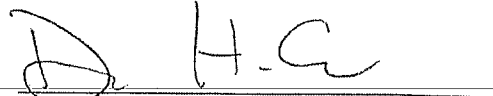
Chair, Board of Commissioners

Date: 8-6-2019

Attest:

By: 
Kelsey Baker
County Administrator

Approved as to form:

 D. H. C.
Danielle Olson
Swift 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.