

Agreement for Medical Examiner Services

This AGREEMENT FOR MEDICAL EXAMINER SERVICES, dated this 15th day of December, 2015, is entered into by and between the County of Anoka, Minnesota, 2100 Third Avenue, Anoka, Minnesota, 55303 (hereinafter "Anoka") and the County of Todd, 215 1st Avenue South, Long Prairie, Minnesota 56347 (hereinafter "Todd"), does state as follows:

WITNESSETH:

WHEREAS, Anoka has appointed, Dr. Quinn Strobl, a doctor of medicine licensed to practice medicine in the state of Minnesota and who is a forensic pathologist certified by the American Board of Pathology, as Chief Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33; and

WHEREAS, Dr. Quinn Strobl, and the staff of Anoka, are to provide Medical Examiner services ("Services") as set forth in Minn. Stat. § 390.005 (2014) and §§ 390.31 - .35 (2014) as part of her duties; and

WHEREAS, Anoka represents that Dr. Quinn Strobl and her staff are qualified to provide the Services; and

WHEREAS, Anoka is willing to extend the use of these Services to other counties upon terms and conditions which are agreed to between Anoka and other counties; and

WHEREAS, Todd is willing to contract with Anoka for the provision of those Services to Todd upon the terms and conditions as set forth herein.

THEREFORE, IT IS MUTUALLY AGREED: .

1. TERM.

- a. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016.
- b. This Agreement will automatically renew for six additional terms from January 1, 2017 until December 31, 2022, unless it is terminated as provided herein.

2. SERVICES.

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

3. COMPENSATION.

- a. Todd shall pay Anoka, as compensation for autopsy services and related consultation and testimony provided during the initial term of this Agreement, **\$61,125.00**, to be billed and paid monthly in the amount of **\$5,093.75**. This amount is based on a per-capita rate of \$2.50 and a population figure of 24,450. Compensation for renewals of this agreement may be increased or decreased accordingly.
- b. The above rates are based upon the current number of participating counties under contract with Anoka County. If additional counties are added at a per-capita rate, Anoka County will adjust the agreed upon rate to reflect the savings to Todd County. In the event that another participating per-capita county exercises their right to terminate the contract with Anoka County, Todd County acknowledges that the agreed upon cap may need to be modified to meet operating expenses. Pursuant to Section 11 of this Agreement, in the event an agreed upon cap cannot be honored by Anoka County, Anoka County shall provide Todd County at least 90 days notice of the increase.
- c. It is understood that the above rates are based on the usual and customary Coroner's duties for a county the size of Todd. If a catastrophic event occurs that requires significantly more than the normal medical examiner services, Todd 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 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.

Anoka will:

- a. Maintain program and statistical records.
- b. Develop and maintain a record-keeping system to log informational or referral requests.
- c. Submit an annual report within ninety (90) days after the end of each year to Todd.
- d. Allow Todd, 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 Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

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

6. TERMINATION.

- a. Without Cause.
Either party may terminate this Agreement at any time without cause by providing the other party with a three (3) month written Notice of Termination sent to the party's address as first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing. In the event this Agreement is terminated, all obligations to provide Services shall cease at the end of the notice period.
- b. Termination for Breach.
Either party may terminate this Agreement if the other party is in breach of a material obligation under this Agreement and has not cured the breach within fifteen (15) days of written notice specifying the breach. Consent to extend the cure period shall not be unreasonably withheld, so long as the breaching party has commenced cure during the fifteen day notice period and pursues cure of the breach in good faith.
- c. Effect of Termination.
Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Todd of its obligation to pay all charges that accrued prior to such termination. The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

7. DATA PRACTICES.

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of Anoka's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The parties both agree to abide by these statutes, rules, and regulations and as they may be amended.

8. NON-DISCRIMINATION.

The parties agree as follows:

- a. In accordance with both parties' Affirmative Action Policy and the County Commissioner's policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.
- b. Both parties hereto agree to comply with the provisions of Executive Order No. 11246, (in revised order) entitled "Equal Employment Opportunity," as supplemented in the Department of Labor Regulations (41 CFR, Part 60) and as amended by Executive Order 11375 and all other applicable state and federal regulations.
- c. Both parties also agree to comply with all affirmative action or equal employment opportunity requirements imposed upon each county by any other federal or state law, rule or regulation. Todd further agrees to furnish all information or reports that may be required by the above cited Executive Order, Department of Labor regulations or any other state or federal agency.
- d. This Agreement may be canceled or terminated by either party for a second or any subsequent violation of the terms or conditions of this subdivision.

9. INDEMNIFICATION.

- a. Anoka does hereby agree that it will defend, indemnify, and hold harmless Todd against any and all liability, loss, damages, costs, and expenses which Todd may hereafter sustain, incur, or be required to pay:
 - (1) by reason of any person suffering bodily or personal injury, death, or property loss or damage while participating in the Services to be furnished under this Agreement, or while on premises owned, leased, or operated by Anoka, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Anoka or any officer, agent, or employee thereof; or
 - (2) by reason of any person causing injury to, or damage to, the property of another person during any time when Anoka or any officer, agent, or employee thereof has undertaken or is furnishing the Services called for under this Agreement; or
 - (3) by reason of any negligent act or omission of Anoka, 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.
- b. This duty to defend, indemnify and hold harmless by Anoka shall exclude any and all negligent acts of Todd, its employees, servants or agents. Accordingly, Todd agrees to defend, indemnify and hold Anoka harmless from any and all claims of any nature made against it by any person which results from the negligent acts of Todd, its employees, servants or agents.

10. INDEPENDENT CONTRACTOR.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Anoka or its employees as the agent, representative, or employee of Todd for any purpose or in any manner whatsoever.

11. MODIFICATIONS

Any 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.

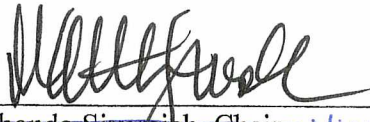
12. MERGER

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 of the final signature below

County of Anoka, Minnesota

County of Todd, Minnesota

By: 
Rhonda Sivarajah, Chair ~~Chair~~ Vice Chair
Anoka County Board of Commissioners

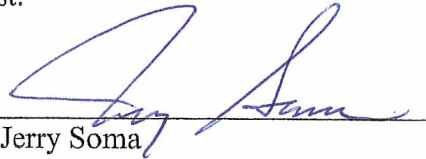
By: 
David Kircher, Chair
Todd Co. Board of Commissioners

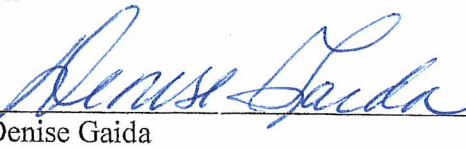
Date: 1-5-16

Date: 12/1/15

Attest:

Attest:

By: 
Jerry Soma
Anoka County Administrator

By: 
Denise Gaida
Todd County Auditor-Treasurer

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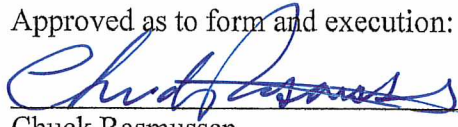
Approved as to form and execution:



Kelsey R. Kelley
Assistant County Attorney

Date: 1/6/2016

Approved as to form and execution:



Chuck Rasmussen
Todd County Attorney

Date: 12-7-15

Attachment A

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. 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.