

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Washington County and Ramsey County, both political subdivisions of the State of Minnesota.

### **I. PURPOSE**

Washington County is desirous of contracting with Ramsey County for the services of a medical examiner, and Ramsey County is agreeable to and desirous of providing medical examiner services to Washington County on the terms and conditions set forth in this agreement. Such agreements are authorized and provided for by Minn. Stat. section 471.59 and Chapter 390. Pursuant to those statutes and in consideration of the mutual promises contained in this Agreement, it is agreed between the counties of Washington and Ramsey as follows:

### **II. RESPONSIBILITIES OF RAMSEY COUNTY**

Ramsey County agrees to provide, through its Office of Medical Examiner, medical examiner services to Washington County to the extent and in the manner set forth in this Agreement.

1. For the purposes of designation under Minn. Stat. Chapter 390, the Washington County Board of Commissioners designates Dr. Kelly Mills as the Washington County Medical Examiner (hereinafter referred to as the Medical Examiner); however, this Agreement for services of a medical examiner is between Washington and Ramsey Counties and not between Washington County and Dr. Mills, except Dr. Mills formally consents to this Agreement and the terms and provisions contained herein through her signature on this Agreement.

2. Notwithstanding the designation contained in paragraph I.1 above, the manner and means of conducting the work of the Medical Examiner are under the control of the Office of the Ramsey County Medical Examiner, except to the extent the manner and means are limited by statute or regulation or the express terms of this Agreement.

3. The staff of the Medical Examiner, its employees, agents or contractors shall not be entitled to and shall not receive any of the benefits provided by Washington County to its employees, including but not limited to re-employment insurance, workers' compensation insurance, retirement and deferred compensation plans, vacation, sick leave, or paid time off.

4. The staff of the Medical Examiner, its employees, agents or contractors shall have no status under the Washington County personnel regulations, and the Parties shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other purposes that are associated with an employer- employee relationship. It is expressly understood and agreed that for all purposes, including Minn. Stat. section 13.43, all staff of Ramsey County operating under the authority of this Agreement are employees of Ramsey County and are not employees of Washington County.

5. The Parties are cognizant of an agreement between Ramsey County and River Valley Forensic Services, P.A. for medical examiner services. It is the intent of the Parties hereto to give credence to that agreement as it relates to the terms and conditions of this Agreement.

### **III. PERSONNEL OF THE OFFICE OF MEDICAL EXAMINER**

1. The Medical Examiner shall, for purposes of performing the obligations under this Agreement, associate with or employ persons who learned and skilled in at least the areas of forensic pathology, microbiology, toxicology, tissue processing and blood group serology.

2. The work and services provided for herein shall be performed by the Medical Examiner or by persons designated by the Medical Examiner.

3. The names of regular associates or employees of the Office of the Medical Examiner who will be assigned to assist the Medical Examiner in performance of this Agreement shall be made available to Washington County upon request.

4. The Medical Examiner may use medical interns, residents, or pathology assistants in performance of this Agreement on condition they be supervised by a board-certified forensic pathologist.

5. Persons associated with or employed by the Medical Examiner shall not be considered for any purpose to be employees of Washington County, nor shall they be considered as having a contractual relationship with Washington County. They shall be considered the agents, employees or contractors of the Office of Medical Examiner.

### **IV. SCOPE OF MEDICAL EXAMINER DUTIES**

1. The Medical Examiner shall perform for Washington County all the duties imposed by Minn. Stat. Chapter 390 and by other statutes applicable to the Medical Examiner's activities.

2. The Medical Examiner shall supervise the work of non-medical personnel employed by Ramsey County and assigned to the Office of Medical Examiner. The Medical Examiner may delegate the supervision responsibility but shall remain accountable for the performance of the staff.

3. The Medical Examiner shall review and coordinate the work of all Medical Examiner personnel. Without limiting the Medical Examiner's duties, the Medical Examiner shall be responsible for the final determination of the cause and manner of death, and for the signing of certificates attesting to the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death and sign certificates attesting the cause and manner of death.

4. The Medical Examiner shall continue to review existing procedures and formats for preparing medical reports and histories and shall update methods of preparing and handling these reports as the Medical Examiner deems appropriate and consistent with professional standards. This process shall include consultation with appropriate County Attorney's Offices, law enforcement agencies and others concerned with the presentation of legal information and forensic evidence.

5. The Medical Examiner shall regularly review all existing methods and forms used for maintaining managerial information (e.g., time management records, case records, etc.) and shall develop, if necessary, new methods and forms, or modify existing ones, to meet the information needs of the offices and of Washington County.

6. The Medical Examiner shall make periodic reports to the Washington County Board of Commissioners through the Washington County Sheriff's Office. These reports shall be in the form and nature jointly agreed upon by the Medical Examiner and Washington County.

7. The Medical Examiner shall testify as required, at inquests, hearings, trials or other legal proceedings.

8. Livery services shall be provided by Ramsey County to Washington County under this Agreement and billed to Washington County at the rates in the contractual agreement between Ramsey County and the livery service.

## **V. RAMSEY COUNTY FACILITIES**

1. The Ramsey County Morgue, or an equivalent facility, together with equipment or

vehicles, shall be available without additional cost to Washington County when used by the Medical Examiner for the performance of the duties of the Office and this Agreement.

2. The Medical Examiner shall endeavor to utilize, to the extent reasonably feasible, the services of the laboratory of the Minnesota Bureau of Criminal Apprehension for all required testing.

3. If the Medical Examiner is unable to secure necessary testing from the Minnesota Bureau of Criminal Apprehension in a timely manner, the Medical Examiner is authorized to enter into agreements to procure such testing from other public or private testing facilities.

## **VI. METHOD OF PAYMENT**

1. Beginning January 1, 2022, and subsequent years that this Agreement is in effect, payment under the terms of this Agreement shall be made from Washington County to Ramsey County consistent with a payment agreement to be mutually agreed upon between the parties on a yearly basis and memorialized by Exhibit A. Payment shall be calculated in the manner set for below.

2. Beginning January 1, 2022, and subsequent years that this Agreement is in effect, payment under the terms of this Agreement shall be made from Washington County to Ramsey County consistent with the memorialized payment agreement set for in Exhibit A.

3. Beginning January 1, 2022, payments will be made in the following manner: Ramsey County shall submit to Washington County an invoice on a fiscal quarterly basis 30 days after close of the prior quarter. Quarter one and Quarter two will be combined and invoiced together at the end of Quarter 2.

## **VII. INSURANCE AND INDEMNIFICATION**

1. Ramsey County will defend, hold harmless and pay on behalf of Washington County any claims, demands or suits related to incidents occurring or arising out of the provision of services by the Medical Examiner, pursuant to the terms of this Agreement. The limit of indemnification for any case shall be as established by Minn. Stat. section 466.04. In the event claims, demands or suits are covered by insurance set forth below, such insurance coverage shall be in lieu of any obligation to defend, hold harmless and pay pursuant to this paragraph.

2. In fulfillment of the requirements of paragraph VII.1., above, the Medical Examiner may keep or cause to be kept and maintained:

- a. Automobile insurance, including non-owned and hired automobiles, in an amount not less than established in Minn. Stat. section 466.04, which coverage shall pertain to the duties of the Medical Examiner. Washington County, its officers and employees shall be named as additional insureds.
- b. Workers' compensation insurance for its own employees.
- c. Professional liability insurance in an amount of not less than established in Minn. Stat. section 466.04. Washington County, its officers and employees shall be named as additional insured's. Said policy shall pertain to services provided by the Medical Examiner or designee under the terms of this Agreement.

3. In lieu of insurance under paragraph VII.2., Ramsey County may satisfy the obligations under this section by written certification that it maintains a fiscally sound, self-insurance program for any and all of the requirements set for in that paragraph.

4. Nothing in this Agreement shall be deemed a waiver of any statutory limitations of liability for either county. Certificates of insurance or self-insurance shall be provided to Washington County. This Agreement shall not be effective until all required certificates are approved or Ramsey County presents the written assurances authorized by paragraph VII.3.

5. Pursuant to Minn. Stat. section 471.59, subd. 1a(b) and Chapter 466, Ramsey and Washington Counties shall be considered a single governmental unit for purposes of determining total liability for damages.

## **VIII. MISCELLANEOUS PROVISIONS**

1. Ramsey County shall provide to Washington County all reports Washington County deems necessary to account for and evaluate the delivery of medical examiner services in Washington County. This shall include but not be limited to the following:

- a. Budgetary documents;
- b. Financial reports; and
- c. Productivity analysis.

2. The Medical Examiner and members of the medical staff must be pathologists or

pathology assistants licensed to practice in Minnesota with the Medical Examiner holding certification by the American Board of Pathology. The staff shall include at least one trained forensic pathologist.

3. At the termination of this Agreement, the Medical Examiner shall return all relevant files, records and objects related to cases completed, or in progress, to Washington County.

4. Ramsey County, upon the request of Washington County, shall apprise Washington County of its intent to provide Medical Examiner services to any other political subdivision and further communicate all information regarding projected costs, revenues and budgetary additions that would result from such a contract.

5. This Agreement shall be interpreted under the laws of the State of Minnesota.

6. To the extent either Party, its agents or employees, the Medical Examiner, staff of the Office of the Medical Examiner, its agents or employees deem it proper to do so, which shall be in the sole discretion of the entity in possession of the data, any and all government data, as defined by Minn. Stat. section 13.02, subd. 7, may be provided to any Party or signatory to this Agreement for use in the performance of official duties.

7. For purposes of this Agreement, the fiscal representative and contract administrator on behalf of Washington County shall be the Office of the Washington County Sheriff.

8. For the purposes of this Agreement, the fiscal representative and contract administrator on behalf of Ramsey County and the Medical Examiner shall be the Chief Investigator.

## **IX. TERMINATION**

The initial term of this Agreement shall be from final signature to December 31, 2022. The term of this Agreement shall automatically renew for up to four (4) additional one (1) year periods unless notice of termination is given as provided herein. This Agreement may be terminated by either Party with or without cause on ninety (90) days' written notice to the other Party.

## **X. ENTIRE AGREEMENT, MODIFICATION**

The entire Agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties.

**RAMSEY COUNTY**

**WASHINGTON COUNTY**

\_\_\_\_\_  
**Trista MatasCastillo, Chair, County Board of Commissioners**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Mee Cheng, Chief Clerk – County Board**

**Date:** \_\_\_\_\_

**Approval recommended:**

*Kelly Mills* 6/8/2022  
Kelly Mills (Jun 8, 2022 12:45 CDT)

**Kelly Mills, MD – Medical Examiner**

**Approved as to form:**

*John A. Ristad* 6/8/2022  
John A. Ristad (Jun 8, 2022 12:33 CDT)

**John Ristad, Assistant Ramsey County Attorney**

*Kevin Corbid*

\_\_\_\_\_  
**County Administrator**

6/7/2022

**Date:** \_\_\_\_\_

*Commissioner Wayne D. Johnson*

\_\_\_\_\_  
**County Board of Commissioners**

6/7/2022

**Date:** \_\_\_\_\_

**Approval recommended:**

*Dan Starry* 6/8/2022

**Dan Starry – Sheriff**

**Approved as to form:**

Brent Wartner May 24, 2022

**Washington County Attorney's Office**



## **EXHIBIT A**

The payment calculation includes (1) set rates for each autopsy (\$150) and external examination (\$50) conducted by the Medical Examiner on Washington County cases. (2) Washington County shall pay a pro rata percentage of actual direct and indirect costs as outlined below, based on Washington County Cases to Total Ramsey County Cases.

### **DIRECT COSTS**

Salaries Permanent  
 Salary Differential & Premium Pay  
 Termination & Retirement Pay  
 Salaries Temporary  
 Salaries Overtime  
 Deferred Compensation  
 PERA  
 FICA-OASDI  
 FICA-HI  
 Health & Welfare Insurance  
 Dental Insurance  
 Life Insurance  
 Livery Services  
 Long-Term Disability  
 Health Care Savings Plan  
 Medical Services  
 IS/Data Processing Services  
 Lab Service  
 Other Professional Services  
 Printing, Stationary, Reports &  
     Brochures  
 Postage  
 Telephone Services  
 Building, Structures, Utilities &  
     Repairs  
 Laundry and Sanitation Service  
 Hazardous Waste Removal  
 Equipment and Machinery Repairs  
 Security Services  
 Records Storage/Retrieval Fees  
 Fire and Extended Coverage  
     Insurance  
 Tort Liability (Self-insurance)  
 Assessments  
 Volunteer/Committee Meeting  
     Expense  
 Messenger Services

Licensing and Certifications Fee Training  
 and Continuing Ed Certifications Books,  
 Periodicals and Subscriptions Office Supplies  
 Personal Patient Supplies  
 Autopsy Supplies  
 Motor Vehicle Supplies  
 Custodial Supplies  
 Non-Capitalized Equipment

### **INDIRECT COSTS**

Capitalized Building Assets  
 Capitalized Equipment Assets  
 Admin Overhead Allocation (Accounting,  
 Legal, HR, Insurance, etc.)