

MEDICAL EXAMINER CONTRACT

THIS AGREEMENT made and entered into this 1st day of JANUARY, 2000 by and between the COUNTY OF ALPENA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Paul A. Wagner, D.O. and Mid Michigan Medical Examiner Group LLC (MMMEG) (hereinafter referred to as the "Contractors")

WITNESSETH:

WHEREAS, the Contractor has been appointed ALPENA County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq.g (hereinafter referred to as the "County Medical Examiners Act"); and

WHEREAS, the County and the Contractors desire to set forth the terms and conditions of Dr. Paul A. Wagner's appointment and Mid Michigan Medical Examiner Group LLC terms in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: **General Scope of Services.** The Contractors, during the duration of the Agreement and pursuant to the County Medical Examiner's Act, shall serve as the ALPENA County Medical Examiner performing the following services:

- i. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City Jail.
- ii. Be available to respond and assist prosecuting attorneys, defense attorneys, funeral directors, law enforcement professionals, healthcare institutions, organ procurement organizations and families regarding the unexpected and unexplained deaths of the county.
- iii. Issue death certificates, cremation permits, and fulfill records requests.
- iv. Lead and direct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan.
- v. Provide in-service training to Medical Examiner Investigators.
- vi. Arrange with other physicians for providing of autopsies, toxicology, anthropology, and DNA services when the need arises. Negotiate and execute contracts for those support services.
- vii. Respond to requests for reports with descriptive & statistical data (i.e. Opioid data).
- viii. Maintain departmental budget.
- ix. Conduct internal quality assurance reviews on case investigations and records.

SECOND: **Compensation.** The Contractor shall be compensated for the services rendered pursuant to this agreement as follows in Exhibit "A" with payment made to and accepted by Mid Michigan Medical Examiner

Group, LLC on Paul A. Wagner's behalf. The contractor shall invoice the county for services on a quarterly basis and paid within thirty (30) days of receipt by the County unless a dispute exists over the amount claimed due and owing.

THIRD: **Cremation Permits and Death Certificates**. Cremation permits are fulfilled within a 24-hour time limit of receipt of all required information on all business days. A faxed or scanned receipt of the request and proof of cremation permit pre-payment as listed in Exhibit "A" is required to be made to the county credit card system or to the county in-person. Death certificates will be completed and signed after being faxed or scanned to the contractor's office.

FOURTH: **Medical Examiner Investigators (MEI)**. MEI's are compensated as approved by the County in the manner described in Exhibit "B" and reviewed through fiscal budgeting. MEI monthly reimbursement for case related fees will initially be sent to and reviewed by the contractor. The contractor will then submit approved vouchers to the county on a monthly basis for payment by the county. Mileage shall be paid equal to that of the county rate. MEI's will be trained toward national death scene registry. This training provided by MMMEG. MMMEG will then provide payment for national testing and advancement. If an MEI passes the national registry, the county shall reimburse that MEI according to Exhibit "B" or the new negotiated rate. Also, A rare Special Intensive Case Stipend of \$100 may be requested on an individual basis of the Board of Commissioners for approval.

FIFTH: **Subcontractors**. The contractor will negotiate and help execute contracts such as Forensic Pathology Services, Toxicology, Anthropology, and Deceased Transportation services. Support services invoices will be received and reviewed by the contractor. The contractor will then submit monthly approved vouchers to the county for direct payment. The contractor will assist the county with the Medical Examiner Department budget annually.

SIXTH: **Maintenance of Records**. The Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractors have been compensated pursuant to this Agreement. The contractors will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. This retention may remain in the contractor's office for 4 years then subsequently turned over to the County offices for storage.

SEVENTH: **County's Retention of Records**. The County shall have the sole and exclusive right to the retention of all original case records pertaining to the services rendered by the Contractors pursuant to this Agreement. The Contractors shall have access to appropriate case records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original case records in the Contractors' possession shall be turned over to the County provided, however, that the Contractor shall have access to the records upon written request.

EIGHTH: **Use of Facilities**. The county will allow at no charge:

- i. If needed, use of a conference room or office in ALPENA County, for meetings with family and next-of-kin to address questions about the results of a death investigation or trainings with MEI's or law enforcement.

- ii. Use of space within ALPENA County for storage of body bags, tags, and personal protection equipment.

NINTH: **Independent Contractor Status.** It is expressly understood and agreed that the Contractors, administrative personnel, and non-ALPENA County employee Medical Examiner Investigators, shall not be, nor hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County such as including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The independent contractors shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement.

TENTH: **License Requirements.** Dr. Paul A. Wagner, shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

ELEVENTH: **Liability Insurance Required of Contractor.** Dr. Paul A. Wagner, shall carry insurance of at least one million dollars including contractual provisions protecting the county from liability, including indemnification and Hold Harmless provisions. This shall be maintained throughout the life of this agreement and evidence provided annually or when coverage is modified.

TWELVETH: **Compliance with the Law.** The Contractors, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, they shall not advocate, nor assist in violating any laws of the United States or the State of Michigan.

THIRTEENTH: **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

FOURTEENTH: **Amendment of the Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: **Nondiscrimination.** The Contractors shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

SIXTEENTH: **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

SEVENTEENTH: **Completeness of the Agreement.** This Agreement and Exhibit "A" and "B" attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or

otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

EIGHTEENTH: **Agreement Period and Termination**. This Agreement shall become effective on the 1st day of January, 2020 and shall continue until the expiration of the term of appointment, which shall be four years. Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner's Act, MCL 52.201 et seq.

NINETEENTH: **Invalid Provisions**. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

TWENTIETH: **Certification**. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF ALPENA:

Lynn Bentley

Robert Adrian

Chairperson

ALPENA County Board of Commissioners

WITNESSED BY:

CONTRACTORS:

Nicole R. Hales

Paul A. Wagner, D.O.

Paul A. Wagner, D.O.

Nicole R. Hales

Lisa M. Karpniak

Mid Michigan Medical Examiners Group, LLC

EXHIBIT A

PAYMENT SCHEDULE

The annual fee offered for 4 years (2020, 2021, 2022, 2023) with an annual increase of 2%.

Administrative Medical Examiner Full Services: \$29,247

(M.E. Physician -Database- Phone -Prof.Memberships-Uniforms-Supplies-Training- Administrative Staffing - Case Administration-Reporting-Death Certificate Processing-Records Requests).

Case Related Death Costs: \$47,292

(Including Autopsy, Toxicology, MEI, Transportation. Mileage- Case Related Costs). This line is for Budget purposes only. This is an estimate only. End of year *surplus remains within the county.*

Cremation Income:

Example****Estimated 128 Requests @ \$50/ea.= \$ 9,600 less 25% handling fee= \$ 7,200
Cremation permit.

Cremation permit fees shall be entered into a separate Income Line Item. Quarterly handling fee payments shall be made to MMEG as invoiced. Cremation Permits will be reviewed, released, and logged by MMEG. Aplena County will recover the cremation permit fee of \$50 from the funeral homes.

NET ANNUAL BUDGET: \$ 69,339

One-Time Training/Implementation Set up Fee: \$ 13,936

Additional Service Fee for Court Appearances and Mileage: \$500/hour + standard mileage fee

EXHIBIT B

MEI PAYMENT SCHEDULE

Investigators to perform their service as private contractors of the county regulated through Dr. Wagner and our office as allowed by the Michigan statute. Mileage is paid when non-county vehicles are utilized.

Cases 1-5= \$100 Natural/\$120 Non-Natural,

Cases 6+ = \$135 Natural/\$160 Non-Natural,

Nationally Certified Investigators with 165 hrs of experience and tested knowledge base \$165 Natural/
\$185 Non-Natural.

Occasional extenuating circumstance stipend additional as approved by county at \$100/per case.

Trainers train MEI's on avg of 2 cases or as needed. Homicides will additionally be investigated by
Nationally Registered/Certified Death Scene Investigator.

All Trainings are paid through our Administrative Overhead and not the obligation of the county.

The above rates are per investigator for cases investigated. Contractor shall not be reimbursed for cases.

ALPENA COUNTY BOARD OF COMMISSIONERS

BOARD ACTION #10

TO: County Clerk, County Treasurer
FROM: Alpena County Board of Commissioners
SUBJECT: 2020 Medical Examiner Contract

BOARD ACTION:

BOARD POLL ACTION ITEM #10: Recommendation to appoint Dr. Wagner as Medical Examiner and approve the contract with MidMichigan ME Group for Medical Examiner Services as presented.

Moved by Commissioner McRoberts and supported by Commissioner McDonald to approve the above Poll Action Item as presented. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Peterson, Fournier, McDonald, Thomson, Kozlowski and Adrian. NAYS: None. Motion carried.

This action was XX APPROVED DISAPPROVED

BY: Ayes: 8 Nays: Excused: 0 Absent: Abstaining:

Alpena County Board Chairman's Signature: Robert Adrian

Alpena County Board Vice-Chairman's Signature: _____

Date of the Board Meeting: January 02, 2020