

## MEDICAL EXAMINER CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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, Dr. Paul A. Wagner, D.O. 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. (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, perform the following services:

- i. Manage and Coordinate on-scene investigations to determine the cause and manner of death in all cases in which the individual dies by violence, or whose death is unexpected, or who died without medical attendance by a physician or while under home hospice care without medical attendance by a physician or a registered nurse, during the forty-eight (48) hours prior to the time of death unless the attending physician, if any, is able to determine accurately the cause of death, if the death is 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 to and assist prosecuting attorneys, defense attorneys, funeral directors, law enforcement professionals, healthcare institutions, organ procurement organizations and families regarding the unexpected and unexplained deaths within 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 to provide autopsies, toxicology, anthropology, and DNA services when the need arises. Negotiate and execute contracts for as needed support services.
- vii. Respond to requests for reports with descriptive & statistical data (i.e. Opioid data).
- viii. Implement departmental budget.
- ix. Conduct internal quality assurance reviews of 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 will be issued within 24-hours following the receipt of all required information during normal business hours. 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**. Forensic Pathology Services, Toxicology, Anthropology, and Deceased Transportation services will be subcontracted with selected providers that meet all agreed upon requirements of both the Contractors and the County. Contractors will negotiate and help execute contracts for said support services. Support services invoices will be received and reviewed by Contractors. Contractors will then submit monthly approved vouchers to the County for direct payment. Contractors will assist the County with the Medical Examiner Department budget annually.

SIXTH: **Maintenance of Records**. Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which Contractors have been compensated pursuant to this Agreement. Contractors shall maintain a record of every death reported to the Medical Examiner's Office, whether or not jurisdiction is accepted. If there are physical records available, they shall be kept in the Contractors' office for a duration of four years. After this period, these records shall be turned over to the County for archival purposes.

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. Electronic databases containing records shall be in the Contractors' possession and control, and access shall be turned over to the County once this Agreement is no longer in effect.

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

- i. If needed, use of a conference room or office in a county building or facility, for meetings with family and next-of-kin to address questions about the results of a death investigation or for in-service trainings.
- ii. Use of space within a county building or facility for storage of body bags, tags, and personal protection equipment.

NINTH: **Independent Contractor Status**. It is expressly understood and agreed that Contractors, administrative personnel, and non-Otsego County employee Medical Examiner Investigators, shall be independent contractors, and shall not be deemed, nor hold themselves out as employees of the County for any reason 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 but not limited to, employment, income and social security taxes to the proper federal, state, and local authorities, 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, D.O., shall carry liability insurance with minimum coverage of One Million Dollars (\$1,000,000.00) including contractual provisions protecting the County from liability, including Indemnification and Hold Harmless provisions. The insurance coverage shall be maintained throughout the life of this Agreement and evidence provided to the County upon request.

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 1<sup>st</sup> day of January, 2024 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 persons 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:

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Chairperson

ALPENA County Board of Commissioners

WITNESSED BY:

CONTRACTORS:

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Paul A. Wagner, D.O.

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Mid Michigan Medical Examiners Group, LLC

## EXHIBIT A

### PAYMENT SCHEDULE

The annual fee shall correspond to the sum specified in the preceding contractual agreement, commencing at \$31,658 as approved by the Alpena BOC for 2024 and thereafter, incrementing annually by 2% in the calendar years 2025, 2026, and 2027.

**Administrative Medical Examiner Full Services:** \$ 31,658

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

**Case Related Death Costs:** \$49,633

(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 328 Requests @ \$50/ea.= \$ 16,400 less 25% handling fee= ( \$ 12,300 )

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. Alpena County will recover the cremation permit fee of \$50 from the funeral homes.

**NET ANNUAL BUDGET:** \$ 68,991

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.

<b>Per Investigator Per Case</b>	<b>2024</b>	
Natural - Level 1 Investigator	<b>\$135</b>	
Non-Natural- Level 1 Investigator	<b>\$155</b>	
Natural- Level 2 Investigator	<b>\$170</b>	
Non-Natural-Level 2 Investigator	<b>\$195</b>	
Natural-ABMDI Level 3 Investigator	<b>\$215</b>	
Non-Natural-ABMDI Level 3 Investigator	<b>\$235</b>	

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.