



Scott County Health Department

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December 5, 2016

To: Mahesh Sharma, County Administrator
From: Edward Rivers, Director

RE: Memorandum of Understanding Between Barbara Harre, MD, and Scott County

Attached you will a copy of the Memorandum of Understanding with Dr. Barbara Harre, the County Medical Examiner, for medical examiner services during the upcoming term of appointment.

Dr. Barbara Harre is the appointed County Medical Examiner for Scott County under Iowa Code 331.801(1). There has not heretofore been a formal agreement between the County Medical Examiner and Scott County which defined the responsibilities of each party. After changes in how the medical examiner administers and the county supports the program occurred in July 2016, an agreement with the Medical Examiner was discussed as a means to manage the operational details of the program. Examples of contracts with the County Medical Examiner in two counties of similar population were used to inform our agreement.

This Memorandum of Understanding has been approved by Dr. Harre, and reviewed by the County Attorney. It defines the term of agreement, responsibilities and scope of services for each party, manner of financing, indemnification, and status of appointees.

We ask that the agreement be placed on the Board of Supervisors agenda for December 15, 2016, for approval.

Memorandum of Understanding
Between Scott County and Barbara Harre, MD

This memorandum of understanding is entered into this _____ day of _____, 2016, between Scott County, Iowa (hereinafter County) and Barbara Harre, MD (hereinafter Medical Examiner) regarding duties and expenses of the Medical Examiner.

Whereas, the County has appointed Barbara Harre as the Medical Examiner for Scott County;

Whereas, Iowa Code Section 331 Part 8 and Iowa Administrative Code 641 Chapter 127 broadly define the duties and expenses of the office of the Medical Examiner the parties desire additional clarification;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

I. Definitions

- A. "Confidential Information": Records required by Iowa Code, Chapter 22.7, to be kept confidential.
- B. "County Medical Examiner": a medical or osteopathic physician or surgeon licensed in the state of Iowa and appointed by the board of supervisors to serve in this capacity as defined in Iowa Administrative Code, Chapter 641-127.1.
- C. "Deputy County Medical Examiner": an individual appointed by a county medical examiner, with approval by the board of supervisors and the state medical examiner, to assist the county medical examiner in the performance of the county medical examiner's duties.
- D. "County Medical Examiner investigator": an individual appointed by a county medical examiner, with approval by the board of supervisors and the state medical examiner, to serve under the supervision of a county medical examiner to assist in death investigations as outlined in Iowa Administrative Code, Chapter 641-127.

II. Fulfillment of Agreement Responsibilities

- A. County has designated the Scott County Health Department to be the department to provide administrative support and assure financial reimbursement is provided as appropriate to this Agreement. The Public Health Safety Coordinator is the designated Scott County Health Department official for this role. The Scott County Health Department hereinafter will be referred to as "Health Department".

Barbara Harre, MD is the individual responsible for medical administrative matters of this Agreement.

III. Term of Agreement

- A. The term of this Agreement shall be concurrent with the County Medical Examiner's (CME) term of appointment.
- B. This agreement may be amended in whole or in part, or terminated, by mutual consent of the parties, provided that no such amendment or termination shall become effective unless in writing and properly executed by the parties.

IV. County Medical Examiner Scope of Services

- A. Provide the County with the services set forth under Iowa Code 331.801-331.805. CME shall provide these services in person or may appoint such Deputy Scott County Medical Examiner(s) (DCME) and Scott County Medical Examiner Investigator(s) (CME-I) as she may believe expedient to assist her in performance of such services; provided that any such DCME or CMEI meets qualifications outlined in Iowa Administrative Code 127.
- B. Utilize the County contracted funeral home for transportation of bodies to/from the autopsy location designated by the CME to the funeral home designated by a relative or friend of the decedent for burial or appropriate disposition.
- C. CME shall approve and submit claims to Health Department for fees of DCME and CME-I for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the DCME and CME-I by County.
- D. Transfer final case files to Health Department for permanent record storage in electronic content management system.
- E. In collaboration with Health Department, CME will coordinate twenty-four hours a day, seven days a week coverage for the investigation of deaths occurring in Scott County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa, personally, or through duly appointed deputy medical examiners or investigators.

V. County Scope of Services

- A. Provide limited information technology support only to CME to include:

- i. Computer laptop/notebook and county e-mail address solely for use regarding County appointed official business and controlled by Scott County Information Technology;
 - 1. Scott County Information Technology is not responsible for network connectivity outside of the Scott County Network.
 - 2. Scott County Information Technology is not responsible for providing on-site support at a location other than an official County building (Scott County Administrative Center or Scott County Courthouse).
 - ii. Remote access to the medical examiner directory on the Scott County network and to the electronic content management software for electronic record storage.
- B. Provide permanent electronic storage of Medical Examiner Program case files in electronic content management software.
- C. Provide administrative support for the Medical Examiner Program through Health Department staff.

VI. Manner of Financing

- A. County agrees to reimburse CME and DCME for provision, pursuant to this Agreement, of the services set forth in Section IV herein by CME and/or DCME at the rates outlined in Appendix A per death investigated with written report of findings set forth in Section IV of this Agreement.
- B. County shall also pay to CME an additional fee per death investigated by CME to support additional administrative work performed in role of CME as outlined in Appendix A.
- C. County shall pay CME-I a fee per death investigated as listed in Appendix A.
- D. County shall separately pay the fees and costs of any autopsy requested by CME pursuant to this Agreement and performed by a person other than CME or DCME.
- E. Costs for issuance of cremation permits pursuant to Section 331.805(3)(b), Code of Iowa, shall be established by CME, not to exceed Seventy-Five Dollars (\$75.00) per permit issued. Such costs shall be borne by the family, next of kin, guardian of the decedent, or other person as provided in Section 331.805(3)(b), and shall be retained by CME.

VII. Indemnification

- A. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify CME, DCME and/or CME-I against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of her duties. However, this agreement to save harmless and indemnify shall not apply to awards for punitive damages. Also, this agreement to save harmless and indemnify shall not apply and County is entitled to restitution by CME, DCME and/or CME-I if, in an action commenced by County against CME, DCME and/or CME-I, it is determined that the conduct of the CME, DCME, and/or CME-I upon which the tort claim or demand was based constituted a willful and wanton act or omission. This agreement to defend, save harmless and indemnify shall apply whether or not County is a party to the action and shall include but not be limited to cases arising under Title 42 United States Code Section 1983. In the event CME, DCME, and/or CME-I fails to cooperate in the defense against the claim or demand, County shall have a right of indemnification against CME, DCME, and/or CME-I.

VIII. Independent Contractor Status

- A. This Agreement recognizes that CME, DCME, and CME-I are independent contractors and will not be considered employees of Scott County, Iowa, for any purpose.
- B. CME understands and agrees that the County will not withhold from compensation payable to CME, DCME and CME-I under this Agreement any sum for income tax, unemployment insurance, social security or other withholding pursuant to law.
- C. Each party agrees to indemnify and hold the other harmless from any liability arising out of the failure by the other party to withhold federal and state income taxes, unemployment and social security taxes as may be applicable.

IX. Entire Agreement

- A. This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto.

Partial Invalidity

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Governing Law and Jurisdiction

This Agreement shall be governed by, and construed under, the laws of the State of Iowa. Jurisdiction and venue for all purposes shall be in the County of Scott, State of Iowa.

**For and on behalf of the Scott County
Board of Supervisors:**

By: _____
Chairperson

**For and on behalf of Medical
Examiner:**

By: _____
Barbara Harre, MD

Scott County Medical Examiner Fee Schedule
January 2017-December 2018

Service	Fee per Case
Investigation by Medical Examiner	\$280
Investigation by Deputy Medical Examiner	\$260
Investigation by Medical Examiner Investigator	\$75
Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Medical Examiner Investigators	\$100

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 15, 2016

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH COUNTY MEDICAL
EXAMINER

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Memorandum of Understanding between Dr. Barbara Harre and Scott County for Medical Examiner services is hereby approved.

Section 2. This resolution shall take effect immediately.