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## Scott County Health Department

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January 22, 2024

To: Mahesh Sharma, County Administrator  
From: Amy Thoreson, Director

RE: 28E Agreement with Clinton County for Interim Medical Examiner Services and Coverage

On January 17, 2024 Clinton County Board of Supervisor Jim Irwin contacted Dr. Barbara Harre, Scott County Medical Examiner, regarding the possibility of the Scott County Examiner Team (Dr. Harre, Dr. Richard Blunk, and Dr. William Jerome) providing interim assistance to Clinton County following a temporary leave of absence by Clinton County's Medical Examiner.

Dr. Harre and the team agreed to provide the assistance. The attached 28E Agreement between the two counties was drafted and reviewed by the Clinton and Scott County Attorney Offices and was approved by the Clinton County Board of Supervisors on January 22, 2024.

I ask that the agreement be placed on Board of Supervisors Committee of the Whole Agenda on January 30, 2024 for approval on February 1, 2024.

Prepared by Clinton County Emergency Management, Chance Kness.  
Approved by Clinton County Attorney, Mike Wolf  
Clinton County Courthouse, 612 N. 2<sup>nd</sup> St., Clinton, IA 52733-2957

## **JOINT AGREEMENT**

### **between CLINTON COUNTY, IOWA and SCOTT COUNTY, IOWA for INTERIM MEDICAL EXAMINER SERVICES and COVERAGE**

This agreement to temporarily share the services of a qualified physician as County Medical Examiner is made pursuant to Iowa Code Section 331.801 between the Clinton County, Iowa Board of Supervisors and the Scott County, Iowa Board of Supervisors. This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in this Agreement.

The purpose of this temporary agreement is to establish a working mechanism between the participating counties so that the Clinton County Board may utilize the services of the Scott County Medical Examiner during the anticipated period of time it will take for the Clinton County Medical Examiner to resume service. Under this Agreement, the Scott County Medical Examiner shall be the official County Medical Examiner for each of the boards.

Pursuant to that purpose, the parties agree as follows:

1. **AUTHORIZATION.** The Scott County Medical Examiner is an independent contractor of Scott County and shall remain such during the period of this agreement. Clinton County is authorized to utilize the Scott County Medical Examiner as an Interim Clinton County Medical Examiner and the Scott County Medical Examiner is authorized to accept the additional duties and responsibilities of the position.

2. **POWER AND AUTHORITY.** The Scott County Medical Examiner shall have the power and authority to carry out the duties required by Clinton County as its County Medical

Examiner including issuance of cremation permits for Clinton County. Clinton County will notify the Iowa Office of the State Medical Examiner regarding the provisions of this temporary arrangement and assure any necessary appointments and approvals for access to IVES for Clinton County are completed.

3. **COMPENSATION.** Clinton County shall reimburse the Scott County for investigation fees paid to the Scott County Medical Examiner or Deputy Medical Examiners for Clinton County Cases:

- Investigation by Medical Examiner/Deputy Medical Examiner: \$265
- Case follow-up by Medical Examiner/Deputy Medical Examiner following investigation by Clinton County Medical Examiner Investigators \$190

The Clinton County Board shall reimburse Scott County within 30 days of Clinton County's receipt of itemized invoice.

Reimbursement for the issuance of cremation permits shall be borne by the family, next of kin, guardian of the decedent, or other person as outlined in Code of Iowa Section 331.805(3)(b) and shall be retained by the Scott County Medical Examiner/Deputy Medical Examiner under the terms of this Agreement. Reimbursement for issuance of cremation permits will be directly to the Scott County Medical Examiner/Deputy Medical Examiner and not be billed by Scott County. Clinton County Board will facilitate notification to funeral homes regarding this Agreement and assist with any reimbursement issues encountered.

4. **LIABILITY.** During any time the Scott County Medical Examiner is performing work for Clinton County, liability and worker's compensation purposes, said Medical Examiner shall be considered a borrowed employee. Scott County shall remain the primary employer. Scott County shall be indemnified and held harmless by Clinton County for any and all lawsuits, claims, complaints, or other actions taken against Scott County or the Scott County Medical Examiner due to actions performed by the Scott County Medical Examiner during the course of official duties for Clinton County. Clinton County shall further defend all such lawsuits, claims, complaints, or other cases arising from Clinton County and pay all judgments rendered as in regards to the actions of the Scott County Medical Examiner in Clinton County; except the Scott County Medical Examiner will not be indemnified or held harmless for actions which are beyond mere negligence as more particularly described in Iowa Code Section 670.8. Clinton County

shall also add the Scott County Medical Examiner as an additional insured with their insurance/ICAP policy.

5. **DURATION.** The duration of this agreement shall be from the final approval date of this agreement until March 31, 2024. This time period will be shortened if the Clinton County Medical Examiner is able to return to serve Clinton County prior to the termination date. Either board may terminate this agreement at any time without cause by giving thirty (30) days written notice to the other county.

6. **28E PROVISIONS APPLICABLE.** The provisions of 28E are applicable to this Agreement. The Clinton County Auditor shall record this Agreement with the Clinton County Recorder and the Iowa Secretary of State. The Scott County Auditor shall record this Agreement with the Scott County Recorder.

Agreement approved by  
Scott County Board of Supervisors

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Ken Beck, Chairman

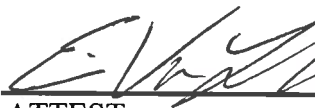
Agreement approved by  
Clinton County Board of Supervisors on

\_\_\_\_\_  
Erin George

\_\_\_\_\_  
Dan Srp

  
\_\_\_\_\_  
Jim Irwin, Jr. CHAIRMAN

\_\_\_\_\_  
ATTEST:  
Kerri Tompkins  
Scott County Auditor

  
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ATTEST:  
Clinton County Auditor  
Eric Van Lancker

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

APPROVAL OF 28E AGREEMENT BETWEEN CLINTON COUNTY, IOWA AND SCOTT COUNTY, IOWA FOR INTERIM MEDICAL EXAMINER SERVICES AND COVERAGE

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

- Section 1. That the 28E Agreement between Clinton County, Iowa and Scott County, Iowa for Interim Medical Examiner Services and Coverage is hereby approved.
- Section 2. This resolution shall take effect immediately.