



# **Le Sueur County, MN**

**Tuesday, November 27, 2018**

**Board Meeting**

## **Item 2**

**9:05 a.m. Brett Mason, Sheriff (5 min)**

*RE: Annual contract renewal for medical examiner services*

Staff Contact:

## P.A. CONTRACT AGREEMENT

Agreement entered into this 1<sup>st</sup> day of January, 2019, by and between the County of LeSueur, a political subdivision of the State of Minnesota, and M.B. McGee, P.A. for the services of Dr. Michael B. McGee, M.D. as Medical Examiner of LeSueur County.

### I. Relationship of Parties

- A. Pursuant to County Board action that took place on \_\_\_\_\_ and the authority of Minnesota Statutes Ch. 390, the board of LeSueur County commissioners designates Dr. Michael B. McGee as Medical Examiner for LeSueur County, hereinafter “the Medical Examiner.”
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between LeSueur County and Dr. Michael B. McGee, M.B. McGee, P.A., or their employees or designee. M.B. McGee, P.A., is an independent contractor, and neither it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers’ compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, M.B. McGee, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or M.B. McGee, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

### II. Personnel

- A. The Medical Examiner will designate Dr. Kelly Mills, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. Mills, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.
- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff’s Department. The compensation, benefits,

and other terms of employment of these non-medical personnel shall be determined and paid solely by the county.

### III. **Scope of Duties**

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for LeSueur County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting 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 a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of his duties hereunder.

### IV. **Compensation**

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Michael B. McGee, M.D. shall be made to M.B. McGee, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Michael B. McGee, M.D., or his assistants, as the Medical Examiner pursuant to this agreement and billed to LeSueur County upon completion of each examination in keeping with the past practice of the County Medical Examiner's Office.
- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.

D. Additionally, the County will be responsible for court related preparation / consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from LeSueur County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

V. **Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Michael B. McGee. It is represented by Dr. Michael B. McGee and understood by the County that Ramsey County Morgue shall be available to Dr. Michael B. McGee for the performance of this agreement.

VI. **Insurance and Indemnification**

- A. M.B. McGee, P.A. agrees to indemnify and hold harmless the County of LeSueur, its officials, employees and agents from any and all liability, loss or damage, that the County of LeSueur, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Michael B. McGee, M.D., as the Medical Examiner of LeSueur County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.
- B. The County of LeSueur agrees to indemnify and hold harmless M.B. McGee, P.A., Dr. Michael B. McGee, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.
- C. M.B. McGee, P.A., shall obtain and keep in effect the following insurance coverage:
- 1) **Comprehensive General Liability Insurance:**
    - (a) **Minimum Combined Single Limit**  
 \$2,000,000.00 per occurrence  
 \$4,000,000.00 aggregate
    - (a) **The following coverage must be specifically insured and certified with no internal sublimits.**

1. Independent Contractors' Contingent Liability
2. Products/Completed Operations Liability
3. Contractual Liability
4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control" Exclusion
6. Aircraft Liability (if applicable)
7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the County.

2. Professional Liability Insurance

Minimum Limits

\$2,000,000 per occurrence

\$4,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by M. B. McGee, P.A., or Michael B. McGee, M.D., Kelly Mills, M.D., Victor Froloff, M.D., or Butch Huston, M.D.

- D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of M. B. McGee, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
- F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to LeSueur County. All insurance policies shall be submitted to the County upon written request.
- G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.

**VII. Transportation**

- A. Transportation of the deceased bodies from LeSueur County to the Ramsey County Morgue shall be the responsibility of LeSueur County.

**VIII. Miscellaneous Provisions**

- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
- B. At the termination of this Agreement, the Medical Examiner shall return all files, records and objects related to cases completed, or in progress, to the County upon written request.

**IX. Term and Termination**

- A. This agreement shall continue for a period ending December 31, 2019 unless terminated sooner pursuant hereto.
- B. This Agreement may be terminated by either party on forty-five (45) days written notice to the other.
- C. This Agreement may be renewed on an annual basis upon agreement of both parties.

**X. Entire Agreement, Modification**

- A. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

**COUNTY OF LESUEUR**

\_\_\_\_\_  
(date)

By \_\_\_\_\_  
LeSueur County Board Chair

\_\_\_\_\_  
(date)

By \_\_\_\_\_  
LeSueur County Administrator


10/30/18  
(date)



\_\_\_\_\_  
Michael B. McGee, M.D.  
Medical Examiner

10/30/18  
(date)

**M. B. McGee, P.A.**

By   
\_\_\_\_\_  
M. B. McGee, President