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**AGREEMENT - WOODBURY COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, entered into this 20<sup>th</sup> day of January, 2016, by and between Woodbury County, Iowa (hereinafter "County"), a municipal corporation organized and existing under the laws of the State of Iowa and Thomas J Carroll, M.D. (hereinafter "Examiner"), a doctor of medicine and surgery, licensed under the laws of the State of Iowa, whose office is located at 2720 Stone Park Boulevard, Sioux City, Iowa.

**WHEREAS**, the County seeks the services of a Medical Examiner as set forth in Iowa Code §§ 331.801-331.805.

**WHEREAS**, Examiner seeks to provide the County with medical, pathological and other services described in Iowa Code §§ 331.802-331.805 and such other services as may be reasonably requested by the County.

**WHEREAS**, the County and Examiner (hereinafter "Parties") seek to set forth in this Agreement the entire understanding between the Parties as to the terms under which the Examiner will provide these services to the County and the terms and conditions upon which the County will pay Examiner for such services.

**NOW THEREFORE, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

**I. Term**

This Agreement shall be for a term of two (2) years commencing January 26<sup>th</sup>, 2016 and continuing through December 31, 2017.

## **II. Services Provided**

A). Examiner shall provide the County with the services set forth under Iowa Code §§ 331.801-331.805. The Examiner shall provide these services in person or may appoint such deputy medical examiners as he may believe expedient to assist him in the performance of such services; provided, that any such deputy meets the licensure requirements set forth in this Agreement.

B). Examiner shall cooperate with and assist all law enforcement officials, including the Woodbury County Attorney's Office and the Iowa Department of Criminal Investigations, in the investigation of criminal matters disclosed through the work of the Examiner or an appointed deputy. Cooperation shall include testifying in court or by deposition when requested by law enforcement officials.

C). Examiner shall provide the County with such other services as may be reasonably be requested by the County that are rationally related to the duties imposed upon a County Medical Examiner under Iowa Code §§ 331.801-331.805.

## **III. Payment for Service**

A). The Examiner shall submit claims chargeable to the County under Iowa Code §331.802 within a reasonable time not to exceed three months. The County shall pay the Examiner for those invoices submitted and meeting the criteria for payment set forth in Iowa Code § 331.802 or agreed upon between the parties within 60 days.

## **IV. Licensure Level**

The Examiner, and any appointed deputy examiner, shall be licensed in the State of Iowa as a doctor of medicine and surgery, a doctor of osteopathic medicine and surgery, or an osteopathic physician.

**V. Default**

A). In the event that the Examiner shall fail to comply with any term, condition or covenant of this Agreement, the County shall give the Examiner notice of said default, which notice shall specify in detail the nature of such claimed default, and Examiner shall have thirty (30) days after receipt of said notice, within which to rectify said default.

B). Should said notice be uncomplished with, within said period of thirty (30) days, the County may terminate this Agreement forthwith.

C). If Examiner is unable to serve in a particular case or for a particular period of time, Examiner shall notify the chairman of the County Board of Supervisors within ten (10) days of ascertaining his unavailability. In such case, the County Board of Supervisors shall designate another qualified physician to serve temporarily.

D). The Examiner covenants and agrees that if the Examiner shall at any time fail to perform any act, covenant, term or condition on the Examiner's part to be performed under this Agreement, the County may contract with any other acceptable party for performance of such services until the default is cured.

**VI. Termination**

The County and the Examiner shall have the option to terminate this Agreement at any time upon thirty (30) days notice to the other party. The Agreement may also be amended or terminated by the County at any time without notice to the Examiner due to lack of funds, changes to authorization, or legislative changes. No legal action shall exist against the County by the Examiner in the event of any one of the foregoing contingencies. The Examiner acknowledges in entering into this Agreement, that the