

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/14/2023 Weekly Agenda Date: 12/19/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Heather Van Sickle - Executive Secretary

WORDING FOR AGENDA ITEM:

Discussion on the future of the Woodbury County Medical Examiner

ACTION REQUIRED:

- | | | |
|--|--|---|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input checked="" type="checkbox"/> | Attachments <input checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

On December 14th the county received a letter of resignation from the Woodbury County Medical Examiner, including the Deputy Medical Examiners from Pathology Medical Services of Siouxland (PMS).

BACKGROUND:

For many decades, PMS has contracted with Woodbury County to provide medical examiner services which included death investigations, morgue use, toxicology reports, communications with law enforcement as well as EMS.

FINANCIAL IMPACT:

Unknown at this time.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Discussion on exploring options for future medical examiner services for Woodbury County.

ACTION REQUIRED / PROPOSED MOTION:

Discussion on exploring options for future medical examiner services for Woodbury County.



Pathology Medical Services of Siouxland, P.C.
2720 Stone Park Blvd., Sioux City, Iowa 51104-3734
Phone: (712) 279-3226 Fax (712) 279-7034

J T. Quesenberry, MD, FCAP, Lab Director
J A. Breiner, MD, FCAP
B W. Noll, MD, FCAP
B W. Steussy, MD FCAP

December 14, 2023

Mr. Matthew Ung
Chair, Woodbury County Board of Supervisors

Dear Mr. Ung,

Please accept this letter of resignation for myself as Woodbury County Medical Examiner, and the other pathologists of Pathology Medical Services of Siouxland (PMS), as Deputy Medical Examiners.

The increasing complexity and time commitment required to perform death investigative services for the county is no longer sustainable for our medical practice. Recently, one of the pathologists within our group relocated to Des Moines, leaving three pathologists to run a full-time anatomic and clinical pathology practice at UnityPoint Health – St. Luke’s in addition to providing pathology services for six critical access hospitals and two outpatient surgical centers in the region. We are no longer able to provide services as the Woodbury County Medical Examiners under the current circumstances.

PMS has provided medical examiner services to the county for 40 years and St. Luke’s hospital has supported us by providing significant infrastructural services such as: 24/7 paging services; security guards to maintain chain of custody in the morgue; secretarial assistance in our office to prepare and distribute reports and respond to requests for medical examiner reports and toxicology results from law enforcement, families and lawyers; nursing and chaplain services on occasions when assistance is needed to help families that come to the hospital requesting to view their loved one; and provision and maintenance of the morgue and autopsy suite.

I believe Woodbury County needs to adopt a different model of death investigation and pattern itself after some of the other larger counties by using medical examiner investigators and an office “coordinator.” Two individuals from Sioux City have already gone through medical examiner investigator training, but several more are needed. The Iowa Office of the State Medical Examiner will be a good point of contact in helping the county develop and implement a better model of death investigation and reporting.

Thank you for giving Pathology Medical Services of Siouxland the opportunity to assist the citizens of Woodbury County for the past 40 years. Our last day for providing coverage will be March 31, 2024. My direct phone number is 279-3167 if you would like to discuss this.

Sincerely,

A handwritten signature in blue ink that reads 'Julie A. Breiner'.

Julie Breiner, MD

AGREEMENT - WOODBURY COUNTY MEDICAL EXAMINER

THIS AGREEMENT, entered into this 28th day of April, 2022, by and between Woodbury County, Iowa (hereinafter "County"), a municipal corporation organized and existing under the laws of the State of Iowa and Julie A. Breiner, 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 a two (2) year term commencing April 19, 2022 and continuing through December 31, 2023.

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 she may believe expedient to assist her 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. Each claim shall include sufficient documentation to demonstrate County responsibility under Iowa Code §331.802. 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 uncomplied 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 County maintains the ability to terminate or amend this Agreement under the terms specified above and that no legal action shall lie based upon these grounds.

VII. Invalidity of Particular Provisions

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

VIII. Assignment

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer his interest in this Agreement without the written consent of the other party hereto.

IX. Limited Waiver

The failure of the County to insist on strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that the County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

X. Notice

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered mail, postage prepaid and return receipt requested to the party to be notified at the address that it maintains as its principal mailing address or such other address as either party from time to time may designate to the other party in writing. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail in the manner proscribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner proscribed to personal service of a summons or other legal process.

XI. Instrument as Entire Agreement

This instrument contains the entire agreement between the Parties, and no statement, promise, or inducements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands for the purposes herein expressed to this instrument, as of the 28th day of April, 2022.



Chairman
Woodbury County Board of Supervisors



Julie A. Breiner, M.D.