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PROFESSIONAL SERVICES AGREEMENT NO. 072612
SOUTHERN GILA COUNTY MEDICAL EXAMINER

THIS AGREEMENT, made and entered into this 21st day of November, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and Michael Durham, M.D., of the City of Globe, County of Gila, State of Arizona, hereinafter designated the **Medical Examiner**.

WITNESSETH: That the Medical Examiner, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Medical Examiner agrees to provide Medical Examiner Services to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

Duties of County Medical Examiner

- A. The Medical Examiner shall determine cause of death in unattended death as follows:
1. Take charge of the dead body.
 2. All unattended deaths requiring an autopsy shall be sent to the Pima County Medical Examiner.
 3. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner determines there is no jurisdiction, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
 4. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
 5. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.
 6. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.
 7. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.
 8. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.
- B. A county medical examiner shall not be held civilly or criminally liable for any acts performed in good faith.

- C. If a dispute arises over the findings of the medical examiner's report, the medical examiner, upon an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

Burial of Indigent Deceased

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- C. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

Release of Information

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
 2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

ARTICLE 2 – FEES: For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

- \$200.00 per death investigation

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE 4 - INDEMNIFICATION CLAUSE: The Medical Examiner agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Medical Examiner, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

ARTICLE 5 – INSURANCE REQUIREMENTS: The Medical Examiner agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County with reputable insurance companies acceptable to the County under this agreement.

ARTICLE 6 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of the Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Medical Examiner's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the Medical Examiner to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Medical Examiner shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Medical Examiner shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the Medical Examiner certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

ARTICLE 10 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 11 – TERM: The term of the contract shall commence on **July 1, 2012** and continue in full force and effect up through and including **June 30, 2013**, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XII – PAYMENT: The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$ 3,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

The Medical Examiner shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Medical Examiner does not have a current W-9

Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 11/24/12

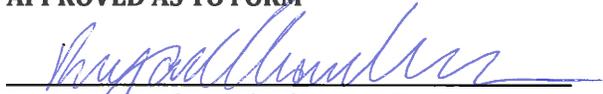
MEDICAL EXAMINER



Michael Durham, M.D.

Date: 10/19/12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney