



## County Administrator

Keith Berndt

### MEMO

TO: Cass County Board of Commissioners  
FROM: Keith Berndt, Cass County Administrator *KB*  
DATE: December 11, 2015  
SUBJECT: Death Investigator Service Agreement

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Last year, the board approved an agreement with Darin Haverland to provide part-time death investigator services to cover weekends for the County Coroner's Office.

This has worked well over the last year and the County Coroner would like to continue the arrangement. The cost for the contracted services was included in the 2016 budget.

**SUGGESTED MOTION:**

Authorize the chair to sign the agreement with Darin Haverland to provide contracted death investigator services to assist the County Coroner's Office.

MY DOCUMENTS\KEITHMEMO-CORONER DEATH INVESTIGATOR CONTRACT.DOCX

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## SERVICE AGREEMENT

This agreement is made effective on December 21, 2015, between Darin Haverland as a contracted Death Investigator (hereafter Death Investigator), and Cass County, North Dakota (hereafter Cass County).

WHEREAS, Cass County desires to enter into a contract with a qualified death investigator as an independent contractor to provide death investigator services for Cass County, North Dakota, as outlined herein;

WHEREAS, Darin Haverland is a qualified investigator and can provide the desired services;

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto have entered into this agreement under the terms and conditions set forth below:

1. **Agreement.** Cass County hereby contracts with Darin Haverland, and Darin Haverland agrees to provide the County with death investigator services. The death investigator will respond to and investigate reported deaths, including scene visits as needed, and conduct a complete medicolegal investigation. The death investigator will comply with all federal and state laws, rules and regulations, including specifically North Dakota Century Code 11-19.1, 23-01-05, 44-04-18.18, which apply to death investigation. The death investigator services include interaction with a variety of agencies, including law enforcement, state's attorney, state forensic medical examiner, forensic pathologists, toxicologists, judicial system, funeral homes, health workers, organ and tissue transplant organizations, fire department, EMS, OSHA, FBI, DEA, hospitals, school districts, insurance agencies, families, and general public. All cases and work will be reported to a deputy coroner or coroner.
2. **Qualifications.** The death investigator must exercise excellent interpersonal skills, excellent oral and written communication skills; deal effectively with bereaved families, law enforcement, funeral homes, and pathologists. Demonstrate knowledge of federal and state laws, rules and regulations; basic anatomy and medical terminology; investigation and interviewing techniques and procedures; ability to work independently and to make professional judgments. The death investigator should have a bachelor's degree in a science field or an equivalent combination of education or experience in medical, criminal justice, or related fields. A medico legal death investigator training course should be completed prior to assuming duties. A training course is available online from UND <http://und.edu/academics/extended-learning/non-credit/death-investigation-training/>
3. **County Responsibilities: Medical Records.** During the term of this Agreement, the county agrees to provide secure exam rooms as appropriate; appropriate office space, office equipment, and investigation equipment and supplies as shall be mutually agreed to by the parties. The County will provide Investigator with access to all records necessary



for providing services under this Agreement. At all times during this Agreement and after its termination, the County will have complete, unrestricted ownership of all images and records.

4. **Compensation.** The County will provide payment to Investigator at the rate of \$690 per 60 hour weekend (Friday night through Monday morning), \$276 per 24 hour day, or other time period at a rate calculated at \$11.50 per hour of on-call coverage including time spent on any investigations during that time period and any follow up needed for completion of investigation. Upon obtaining Registry Certification by the American Board of Medico Legal Death Investigators (ABMDI) and while recertification is maintained compensation will increase by 15% to \$13.25 per hour. Investigator will invoice County monthly and payment will be due within 30 days of invoice.
5. **Term and Termination.** The term of this Agreement shall commence on January 1, 2016, and will terminate on December 31, 2016. Either party may terminate this Agreement with or without cause upon 30 days written notice to the other party.
6. **Indemnification.** County will indemnify, defend and hold Investigator, its trustees, officers, employees, and agents harmless from and against any and all demands, claims asserted or claimed by any person, arising out of or related to the negligent performance of any term or condition hereof. County will not indemnify or defend investigator for any and all claims, causes of action, damages, costs, expenses and other liabilities arising out of or related to Investigator's willful or intentional misconduct.
7. **Independent Contractor Status.** This Agreement shall not be construed in any manner to make the death Investigator an employee of the County. County shall not be responsible for the withholding of any taxes related to the contracting with Investigator, including, but not limited to, State and Federal income tax and social security. County shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by County to its own employees. Investigator is an independent contractor.
8. **Good Faith Agreement to Amend.** It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any State or Federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which termination shall be effective on the effective date of the State or Federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.



9. **Non-Discrimination.** Neither party shall exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, creed, religion, sex, disability, age, marital status, veteran status, status with regard to public assistance, or sexual orientation in admission to, participation in, or receipt of the services and benefits of any of the parties' programs and activities or in employment therein.
10. **Confidentiality and Access to Information.** Both Investigator and County agree that all information regarding patients, as well as all information with respect to the operations and business of the other party gained during this negotiation leading up to this Agreement, and from the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements. The provisions of this paragraph shall survive the termination of this Agreement.
11. **Miscellaneous.**
- a. No waiver by either party of any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
  - b. If any term or provision of this Agreement is now or hereafter is determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
  - c. The terms and provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
  - d. This Agreement contains the entire understanding of all prior negotiations and understandings, which are superseded hereby and merged into this Agreement.
  - e. This Agreement shall be construed in accordance with the laws of the State of North Dakota.
  - f. This Agreement is not assignable by either party without the prior written consent of the other party.
  - g. This Agreement may not be amended or modified orally at any time but only by the written Agreement of the parties hereto.

**DEATH INVESTIGATOR**

**CASS COUNTY, NORTH DAKOTA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mary Scherling  
County Commission Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_