

**REGIONAL FORENSIC CENTER
AND
BLOUNT COUNTY
AGREEMENT FOR MEDICAL EXAMINER SERVICES**

THIS AGREEMENT (the "Agreement") dated the 1st day of _____, 2025, is by and between Blount County, Tennessee ("County") and Knox County Regional Forensic Center in Knox County, Tennessee ("RFC"). County is joining in the execution of this Agreement for the limited purpose of consenting to the transactions contemplated herein.

WHEREAS, County expressed its wishes to retain the Regional Forensic Center to provide Medical Examiner, Medical Death Investigation, Autopsy and Autopsy Related Services; and

WHEREAS, these services shall consist of death investigation, post mortem examinations, related services, related reports; and

WHEREAS, Knox County Regional Forensic Center, through its Medical Examiner, is willing to provide said medical death investigation, post mortem examinations and related services for the County.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **SCOPE OF SERVICES.** Knox County Regional Forensic Center, through its Medical Examiner, will perform post mortem examinations with autopsy and issue related reports on each case referred by County and related services as requested by the County. In addition, by special arrangement and in compensation for said services, Knox County will provide the services of Dr. Mileusnic to act as the Medical Examiner for Blount County and provide the availability of Medical Death Investigators (MDIs) for use in Blount County.
 - a. County shall:
 - i. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and transport the body directly from the scene to the RFC when an autopsy is ordered.
 - ii. Provide Medical Death Investigators in Blount County to conduct medical death investigation and assist the Medical Examiner. These investigators are responsible for death investigation in Blount County and will coordinate with the RFC Death Investigators to assure data and information are provided for the Medical Examiner to conduct the autopsy or determine cause of death. RFC MDIs will be the lead MDIs on suspected homicide and infant cases in Blount County.
 - iii. Notify county medical investigators and staff that all cases reported to the medical examiner's office may be discussed with RFC staff while county

officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. RFC will make qualified recommendations for case disposition to be considered at the discretion of County Medical Examiner.

- iv. Ensure that county medical death investigators meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and RFC standard operating procedures.
 - v. Maintain the capacity to conduct death investigations in Blount County 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code Ann. § 38-7-101-38-7-119 and RFC standard operating procedures.
 - vi. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy, and procedures by review of reports produced by RFC.
 - vii. Replenish disposable items for the field medical death investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
 - viii. Ensure that the on-scene medical death investigators have access to a computer and a digital camera to facilitate transfer of case reports and scene/decedent photographs to the RFC.
 - ix. Ensure that the on-scene medical death investigators have the capacity to call the RFC while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (*i.e.* dispatch).
 - x. Ensure that on-scene medical death investigators respond to scenes in a timely manner (generally within 30 to 60 minutes of notification of death).
- b. RFC shall:
- i. Provide expert testimony in cases Blount County cases where the Medical Examiner had jurisdiction for the case.
 - ii. Provide a Chief Medical Examiner who meets the qualifications outlined in T.C.A. 38-7-104. The Chief Medical Examiner may appoint Deputy or Assistant Medical Examiners to assist and facilitate provision of services.
 - iii. Provide Medical Death Investigators who meets the qualifications outlined in T.C.A. 38-7-104.

- iv. Provide Medical Death Investigators (MDI) to conduct medical death investigation in Blount County. RFC MDIs are responsible for areas outside of Blount County. RFC MDIs will be the lead MDIs on suspected homicide and infant cases in Blount County.
 - v. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies, and procedures.
 - vi. Provide consulting services to county medical investigators 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and recommend case disposition based on the guidelines of death investigation set forth by the National Institute of Justice and the RFC.
 - vii. Maintain National Association of Medical Examiners ("NAME") Accreditation.
 - viii. Dispatch a forensic pathologist, forensic anthropologist, or medical investigator employed by RFC to select death scenes (homicides, infant/child deaths, and unusual circumstances) upon request.
 - ix. In conjunction with the Tennessee Office of Chief Medical Examiner, provide initial and continuing forensic training for county medical investigators, county coroner(s), and county medical examiners.
 - x. Provide reports to County Mayor's Office documenting use of service, quality of death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.
2. **COMPENSATION.** County will remit a monthly payment of \$59,254.58 (total yearly commitment of \$711,055.00) for services outlined within the Scope of Service of this contract.
3. **ADDITIONAL SERVICES.** If additional services are desired, they may be coordinated with the RFC and shall be the financial responsibility of County. County will be given an opportunity to approve all additional services and fees prior to RFC providing the additional services. See Schedule A for list of additional RFC fees.
4. **RESPONSIBILITY FOR TRANSPORT OF BODY.** County shall be responsible for all charges regarding the transportation of said body and assuring body is transported to/from the RFC.
5. **INVOICE.** RFC shall invoice County for its charges at the end of each month.
6. **PAYMENT PERIOD.** The charges shall be paid by County within thirty (30) days of receipt of said invoice.

7. **TERMINATION.** Either party may terminate this Agreement upon a ninety (90) day written notice to the other party.
8. **TERM.** This agreement shall remain valid and in effect after signing by both parties for one (1) year. If County wishes to extend the contract agreement, they may do so for up to five (5) years. Contract extensions may contain an updated fee agreement while other parts of the contract remain in force. Amendments to services can be made as needed and will be in effect after signing by both parties. Schedule A (RFC Fee Schedule for Additional Services) changes will be made as needed and will be in effect 90 days after notification.
9. **LIABILITY.** Knox County Regional Forensic Center and its Medical Examiner shall have no liability for services rendered beyond those specifically enumerated herein.
10. **GOVERNING LAW; FORUM; SERVICE OF PROCESS; VENUE.** This Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
11. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.
12. **COUNTERPARTS; FACSIMILE SIGNATURE; ELECTRONIC STORAGE.** This Agreement may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or other electronic means shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.
13. **NOTICES.** Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, and if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

<u>RFC</u>	<u>COUNTY</u>
Chris Thomas Chief Administrative Officer Knox County Regional Forensic Center 2761 Sullins Street Knoxville, TN 37919 Email: chris.thomas@knoxcounty.org Phone: 865-215-8004 Fax: 8675-215-8011	Blount County Mayor Blount County Government 341 Court Street Maryville, TN 37804 Email: mayor@blounttn.org Phone: 865-273-5700 Fax: 865-273-5705

14. **MISCELLANEOUS.** This document constitutes the entire agreement on the subject matter between the parties. No modification of this Agreement shall be binding unless in writing and signed by the party against which it is sought to be enforced. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly-authorized representative as of the day and year first set out above.

KNOX COUNTY, TENNESSEE

BLOUNT COUNTY, TENNESSEE

By: _____

By: _____

Glenn Jacobs
Mayor of Knox County

Ed Mitchell,
Mayor of Blount County

Date: _____

Date: _____

Knox County Contract No.: _____
Approved as to legal form:

Blount County Contract No.: _____
Approved as to legal form:

By:

By:

Date:

Date: