

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshal

AGREEMENT TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this **DATE**th day of **MONTH**, 2023, by and between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF NEVADA hereinafter referred to as "NEVADA COUNTY".

WITNESSETH

WHEREAS, the Coroner for NEVADA COUNTY is desirous of having PLACER COUNTY provide complete forensic pathology services as required by California Government Code Section 27491; and

WHEREAS, PLACER COUNTY has an appropriate Coroner's Facility, resources, and staff fully capable and willing to perform autopsy services for NEVADA COUNTY;

NOW, THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. Scope of Services

- [a] PLACER COUNTY agrees to furnish the facility, personnel, and equipment necessary to provide pathology services for NEVADA COUNTY. Services are identified in EXHIBIT A, marked "Scope of Services", incorporated herein and made by reference part of. Services and work provided under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions.
- [b] Under this Agreement, PLACER COUNTY is performing services for the NEVADA COUNTY SHERIFF-CORONER and not the various entities with which the NEVADA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the NEVADA COUNTY SHERIFF-CORONER and will be held in the care and custody of the NEVADA COUNTY SHERIFF-CORONER. PLACER COUNTY Sheriff reserves the right to designate members of its Agency to review the results of any coroner investigation, in whole or part, including toxicology results or result from any specialized lab services.

2. Term and Termination

- [a] The term of the Agreement shall commence on 7/1/2023 and continue through 6/30/2024, unless sooner terminated as provided below. Annual amendments adjusting service fee rates under Exhibit B "Compensation" will be effective July 1 upon agreement of both parties.
- [b] This contract may be renewed for two one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Any supporting documentation relating to specific year-to-year increases in medical costs will be recognized as part of the negotiations process with NEVADA COUNTY. Reasonable increases will be supported dependent on the presentation of sound data/justification. It is the intent that NEVADA COUNTY will bear the cost associated with the services provided to them under this contract.

- [c] This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of each party.
- [d] In the event of unforeseen circumstances affecting the obligations of both parties, or PLACER COUNTY'S ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than ninety (90) days advanced written notice of termination. If this Agreement is terminated, PLACER COUNTY shall be paid for any services completed and provided prior to notice of termination and any services necessary to complete pending autopsies.
- [e] It is mutually agreed that if NEVADA COUNTY, during any fiscal year covered by this Agreement, fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI, Section 18.

3. Compensation for Services

- [a] The annual minimum service fee will be One Hundred Twenty Thousand Dollars (\$120,000), billed quarterly at Thirty Thousand Dollars (\$30,000). If actual services provided exceed a total of Thirty Thousand Dollars within the quarter, actual costs will be charged based on the rates set forth in the Exhibit B "Compensation", with an annual contract amount not-to-exceed One Hundred and Eighty Thousand Dollars (\$180,000). For services provided herein, NEVADA COUNTY agrees to pay PLACER COUNTY quarterly in arrears and within thirty (30) days following NEVADA COUNTY'S receipt and approval of itemized invoice(s) identifying services rendered.
- [b] Itemized invoices shall reference this Agreement. Copies of documentation attached to invoices shall reflect PLACER COUNTY'S charges for the specific services billed on those invoices.

Invoices shall be mailed to:
Nevada County Sheriff's Office
C/O Sheriff Finance
950 Maidu Avenue
Nevada City, CA 95945

Or to such other location mutually agreed upon between PLACER COUNTY and NEVADA COUNTY.

- [c] If a service is performed by PLACER COUNTY that is an additional service, not described in Exhibit "A", but is mutually agreed upon between PLACER COUNTY and NEVADA COUNTY in advance, the cost shall be borne by NEVADA COUNTY.
- [d] Service fee rates will increase five percent (5%) each year the contract is in effect. PLACER COUNTY will provide a contract amendment with adjusted Exhibit B "Compensation" to NEVADA COUNTY for adoption July 1 to be agreed upon by both parties.

4. Independent Contractor

In performing services under this Agreement PLACER COUNTY is considered an independent contractor and not employees of the NEVADA COUNTY. All physicians and other personnel provided by PLACER COUNTY and under employment of the PLACER COUNTY acting within the scope and authority of this contract will be considered employees of PLACER COUNTY and not of the NEVADA COUNTY. PLACER COUNTY shall be responsible for providing all payments and fringe benefits to or on account of said employees, and shall be responsible for all acts or omissions of these employees specifically employed by PLACER COUNTY pursuant to this paragraph.

5. Subcontractors

PLACER COUNTY shall obtain prior written approval from NEVADA COUNTY before assigning or transferring, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement. Any assignment or transfer without such consent shall be null and void. PLACER COUNTY remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. PLACER COUNTY shall be held responsible by NEVADA COUNTY for the performance of any subcontractor whether approved by NEVADA COUNTY or not.

6. Governing Laws and Jurisdiction

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. PLACER COUNTY and NEVADA COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations, and ordinances. Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, and Superior Court of Placer County.

7. Confidentiality

Each party, its agents, representatives and employees agrees to keep strictly confidential and hold in trust all confidential information of the other party and not reveal any confidential information to any third party without the express written consent of the other party. The parties recognize obligations may exist to provide certain records pursuant to the Public Records Act, other law or court order and this provision is not intended to negate those obligations.

8. Hold Harmless

PLACER COUNTY agrees to indemnify and hold harmless NEVADA COUNTY, its Board of Supervisors, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of PLACER COUNTY'S officers, directors, agents, employees, or volunteers.

NEVADA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its Board of Supervisors, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused by the negligent or intentional acts or omissions of NEVADA COUNTY'S officers, directors, agents, employees, subcontractors or volunteers.

It is the intention of NEVADA COUNTY and PLACER COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, Board of Supervisors, and subcontractors. It is also the intention of NEVADA COUNTY and PLACER COUNTY that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, and employees, volunteers, Board of Supervisors and subcontractors.

9. Insurance

It is agreed that Nevada County and Placer County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, one million dollars (\$1,000,000) workers' compensation and one million dollars (\$1,000,000) professional liability insurance (errors & omissions) including Medical malpractice.

10. Nondiscrimination

PLACER COUNTY, its agents, officers, and employees shall not discriminate in violation of any federal, state, or local law, rule, regulation, or any administrative directives established by the County Board of Supervisors or the County Administrative Officer against any employee, applicant for employment, or person receiving services under this agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, or sex.

PLACER COUNTY and its agents, officers, any employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the regulations promulgated thereunder in the California Code of Regulations. PLACER COUNTY shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act.

11. Conflict of Interest

PLACER COUNTY and NEVADA COUNTY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

12. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage, prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to Placer County:

Placer County Sheriff's Office
2929 Richardson Drive
Auburn, CA 95603

and

Coroner's Unit
Placer County Sheriff's Office
10951 Veterans Drive
Roseville, CA 95678

If to NEVADA County:

Nevada County Sheriff's Office
C/O Sheriff Finance
950 Maidu Avenue
Nevada City, CA 95945

13. Prior Agreements

This Agreement constitutes the entire contract between PLACER COUNTY and NEVADA COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between PLACER COUNTY and NEVADA COUNTY regarding the subject matter of this Agreement is hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

COUNTY OF NEVADA

Dated: _____

By: _____

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____

Nevada County Sheriff

APPROVED AS TO FORM:

Nevada County Counsel

COUNTY OF PLACER

Placer County Sheriff-Coroner-Marshal

Date

APPROVED AS TO FORM:

Placer County Counsel

EXHIBIT A TO AGREEMENT

Between PLACER COUNTY and NEVADA COUNTY

“Scope of Services”

1. PLACER COUNTY shall:

- [a] Provide an appropriate Coroner’s Facility, licensed physicians, and support staff to perform all required autopsies or other postmortem examinations at least one per day, five days per week, Monday through Friday, unless no autopsies are required by NEVADA COUNTY. The time to be mutually agreed upon by the NEVADA COUNTY and the PLACER COUNTY.
 - a. All required autopsies, gross and microscopic examination of tissues, review of toxicological reports, medical reports, as well as written reports, will be conducted at the Placer County Coroner’s Facility located at 10951 Veterans Drive, Roseville, CA 95678, unless an exception is agreed to by the parties to this Agreement. Autopsy cases that involve highly infectious or toxic agents may be limited in scope.
 - b. Forensic Examinations shall be conducted by Board certified or Board eligible forensic pathologists, as defined by the American Board of Pathology.
 - c. General examinations and medical record reviews may be conducted by: Board certified physicians licensed to practice medicine in the State of California; Board certified pathology assistants, as defined by the American Association of Pathologists’ Assistants, working under the supervision of a forensic pathologist.
- [b] Provide determination as to the cause of death in all cases, both forensic and general, referred by NEVADA COUNTY. Determinations may include, but not be limited to autopsies, gross and microscopic examination of tissues, microbiological examination, review of medical reports and other such services as are appropriate to determine the cause of death. Determinations will be documented in an autopsy report.
 - a. PLACER COUNTY will submit a written report of findings to NEVADA COUNTY not later than one-hundred twenty (120) working days following performance of the autopsy and/or related services such as toxicology or neuropathology. If delayed due to specialized testing, PLACER COUNTY shall notify NEVADA COUNTY of the delay.
 - b. PLACER COUNTY will be responsible for the transcription and preparation of autopsy reports; the cost of transcription services shall be borne by NEVADA COUNTY.
 - c. PLACER COUNTY will be responsible for preparing an interim report of findings, in a timely manner, sufficient to be acceptable at a preliminary judicial hearing in any case in which a defendant has been charged with a felony related to the cause of death of a decedent.

- [c] Furnish x-ray examinations when requested by NEVADA COUNTY or when required by law. PLACER COUNTY shall perform basic interpretation of such x-ray examinations.
- [d] PLACER COUNTY shall obtain prior authorization from NEVADA COUNTY for the following specialized services:
 - a. Histology, Specialized Toxicology, Forensic Odontology, Forensic Anthropology, Entomology, Clinical Chemistry, Forensic Radiology, Neuropathology, or any other specialized testing not listed.
 - b. Any specialized services other than services noted above will be charged at the actual costs of those services and the cost thereof will be borne by and invoiced directly to NEVADA COUNTY.
- [e] Agrees that physician will testify at all civil and criminal proceedings when requested to do so by NEVADA COUNTY as to any matter relating to autopsy findings. NEVADA COUNTY will compensate PLACER COUNTY for these costs, per the provisions set forth in Exhibit B, "Compensation". This same rate also applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by NEVADA COUNTY.
- [f] All costs of disinterments shall be paid by NEVADA COUNTY unless upon disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of the cause of death was incorrect. In such a case, the cost of disinterment shall be paid by PLACER COUNTY.
- [g] PLACER COUNTY may provide a pathologist via telephone to provide consultations of NEVADA COUNTY cases referred to Donor Services. NEVADA COUNTY will compensate PLACER COUNTY for these costs, per the provisions set forth in Exhibit B, where Donor Consultation was provided but case was not referred to PLACER COUNTY for determination of cause of death.
 - a. If the NEVADA COUNTY is considering withholding one or more organs of a potential donor for any reason, a forensic pathologist, upon request from a qualified organ procurement organization, may be present during the procedure to remove the organs. The Coroner, their deputy, or forensic pathologist may request a biopsy of those organs or deny removal of the organs if necessary.
 - b. If a Donor Organization appeals the decision to prohibit organ and/or tissue recovery the forensic pathologist will then contact the NEVADA COUNTY Coroner Unit Supervisor to review the medical aspects of the case. The forensic pathologist will convey the medical recommendations to the NEVADA COUNTY Coroner Unit Supervisor.
- [h] PLACER COUNTY will store histology stock jars taken during the forensic examination for a time period of no more than one (1) year. PLACER COUNTY shall not be responsible for the long-term storage of the above listed items.
 - a. PLACER COUNTY will store histology blocks and slides for a time period of no longer than twenty (20) years, or as required by law.

- b. PLACER COUNTY shall contact NEVADA COUNTY prior to the destruction of retained tissues, slides, or blocks at the conclusion of the retention period.

NEVADA COUNTY shall:

- [a] Provide direction to PLACER COUNTY as to work to be performed recognizing that PLACER COUNTY shall use its independent medical judgement in determining how to perform the autopsies. NEVADA COUNTY will have sole discretion and jurisdictional control as to which cases, pursuant to California Government Code Section 27491, shall be autopsied under this contract.
- [b] All arrangements and costs of decedent transportation to and from the Placer County Coroner's Facility shall be the responsibility of NEVADA COUNTY.
- [c] Decedents should be transferred face-up in a body bag or shroud and have a toe tag affixed to the decedent with, at minimum, the following information: Decedent Name, Decedent Date of Birth, Date of Death, and Case Number. Clothing and personal items should not be transported with the decedent unless circumstances of the coroner's case require the clothing not be removed from the decedent. The body bag should have the following information written in permanent ink on the front facing center of the bag: Decedent Last Name and Case Number.
- [d] Provide a Coroner's Investigative Report and obtain medical records deemed necessary to establish a cause of death determination prior to the transfer of a decedent to the Placer County Coroner's Facility. Photographs will be provided to the forensic pathologist. No postmortem examination will be conducted without the aforementioned documents.
- [e] Furnish a deputy coroner, or other investigator, to witness all homicide, SIDS, or highly suspicious postmortem examinations, take necessary photographs, take custody of evidence, and provide background information to the forensic pathologist.
- [f] Provide specialized services to the autopsy staff when needed including, but not limited to: providing criminalistics, clinical microbiology, forensic radiology, forensic odontology, forensic neuropathology, entomology, and anthropology. Any specialized services will be charged at the actual costs of those services and the cost thereof will be borne by and invoiced directly to NEVADA COUNTY.
- [g] Advise PLACER COUNTY of the need for all histology services and any specialized chemical, microbiological, immunological and hematological tests that are required. Any specialized services will be charged at the actual costs of those services and the cost thereof will be borne by and invoiced directly to NEVADA COUNTY.
- [h] Will have the discretion to allow persons to be present at any postmortem examination as provided in Government Code Section 27491.4. Unless authorized by NEVADA COUNTY personnel other than PLACER COUNTY personnel shall not be present at any postmortem examination. NEVADA COUNTY peace officers will be allowed access to autopsies.

- [i] NEVADA COUNTY will contract with a private autopsy service for autopsies pursuant to Government Code Section 27520. Private autopsies pursuant to Government Code Section 27520 will not be conducted at the Placer County Coroner's Facility.
- [j] In the event NEVADA COUNTY experiences a Mass Fatality Incident exceeding the pathology capabilities of PLACER COUNTY, NEVADA COUNTY will request aid through the State of California Coroner Mutual Aid Coordinator. Additional compensation may be negotiated. PLACER COUNTY shall not be responsible for costs associated with services not performed by PLACER COUNTY and requested by NEVADA COUNTY through the State of California Coroner Mutual Aid Coordinator.
- [k] In the event local, state, or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist NEVADA COUNTY in complying therewith.

EXHIBIT B TO AGREEMENT
Between PLACER COUNTY and NEVADA COUNTY

"Compensation"

PLACER COUNTY CORONER'S FACILITY FEE SCHEDULE	
<p>Agreement term from 7/1/2023 to 6/30/2024</p> <p>Annual minimum service fee of \$120,000 billed quarterly. If actual services provided exceed a total of Thirty Thousand Dollars within the quarter, actual costs will be charged at the rates detail below. Service fees will increase 5% annually. Total annual contract amount is not-to-exceed \$180,000.</p>	
SERVICE DESCRIPTION	SERVICE FEE AMOUNT
Specialized Cases (In-Custody Death, Homicide, SIDS, Witnessed Exam, Rule Out, etc.)	\$2,300.00
Full Autopsy	\$1,800.00
Partial/Targeted/Head Only Autopsy	\$1,300.00
External Examination/Toxicology Only	\$800.00
Medical Record Reviews	\$800.00
Court Depositions & Testimony	\$220.00 per hour Per diem Travel time: \$220.00 per hour
Forensic Pathologist Case or Donor Services Consultation	\$220.00 per hour
Forensic Identification Services (Livescan, GenTegra-GenSaver Collection Card, Rapid DNA)	Livescan: Included GenTegra-GenSaver Collection Card: Included Rapid DNA (ANDE): Current Replacement Cost
Staff Training and Continuing Education	2 sessions per year free \$100.00 per hour thereafter
Histology/Specialized Toxicology/Radiology/Chemistry	Actual Cost; Paid by County *On-site x-rays included
Forensic Anthropology/Neuropathology/Odontology/Entomology	Actual Cost; Paid by County
Transcription	Actual Cost; Paid by County
Private Autopsy GC 27520	County to arrange through Private Autopsy Company