



RESOLUTION No. 17-316

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT WITH THE COUNTY OF PLACER FOR FORENSIC PATHOLOGY SERVICES AND USE OF THE COUNTY OF PLACER MORGUE

WHEREAS, the parties have previously entered into a Pathology Services Agreement set to expire June 30, 2017; and

WHEREAS, the parties wish to continue the mutually beneficial agreement for the period July 1, 2017 to June 30, 2019 with the option for two one-year renewals; and

WHEREAS, the annual amount of the contract will remain at \$110,000, including up to 120 Coroner cases.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby authorizes the Chair of the Board to execute that certain renewal Agreement with the County of Placer pertaining to Pathology Services and use of the County of Placer Morgue, in the maximum amount of \$110,000, for the period July 1, 2017 to June 30, 2018 and \$110,000 for the period July 1, 2018 to June 30, 2019.

Funding: 0101 20201 151 1000 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 20th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

6/20/2017 cc: Sheriff* (2)
AC* (Hold)

2/01/2018 cc: Sheriff*
AC* (Release)

CONTRACT NO. _____

BEGINS: July 1, 2017
ENDS: June 30, 2019

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

AGREEMENT TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of July, 2017, 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 the NEVADA COUNTY is desirous of having PLACER COUNTY provide complete pathology services as required by the State law; and

WHEREAS, PLACER COUNTY has a duly licensed physician that is qualified as a pathologist, fully capable and willing to perform coroner 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. PLACER COUNTY shall:

- [a] Provide determination of medical cause of death in all cases, both forensic and general, including, but not 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. 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. Medical transcription services shall be the responsibility of the NEVADA COUNTY.
- [b] Furnish to NEVADA COUNTY the physical facilities necessary to perform gross autopsies, including autopsy equipment and supplies (knives, saws, scalpels, scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles, probes, wet tissue containers, swabs, filter paper, scales, measuring tapes, formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe covers, gloves, masks, hair covers, protective eye gear and any miscellaneous items as required). Morgue services are included in the base rate of this contract.
- [c] Provide licensed physicians to perform all required autopsies 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.
- [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be available for the entire autopsy. Provide custodial management and maintenance of the morgue facility and ancillary equipment. Diener services are included in the base rate of this contract.
- [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.
- [f] NEVADA COUNTY shall identify the time at which PLACER COUNTY shall appear in court for such testimony as is described in [d] above. PLACER COUNTY shall be

reimbursed at an hourly rate of \$180 per hour. This same fee also applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by NEVADA COUNTY. This charge is not included in the base charge for this contract.

- [g] 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.
- [h] Furnish x-ray examinations in all homicides and SIDS cases. Furnish x-ray examinations in those cases of gunshot wounds and charred remains, as required. PLACER COUNTY shall perform basic interpretation of such x-ray examinations. X-ray services are included in the base rate of this contract.
- [i] Provide specialized services when needed. Any specialized services other than services noted above will be charged at the actual costs of those services and are not included in the base rate of this contract. NEVADA COUNTY will pay PLACER COUNTY on a monthly basis for these services.
- [j] If the NEVADA COUNTY Coroner's office is considering withholding one or more organs of a potential donor for any reason, the contracted Forensic Pathologist, upon request from a qualified organ procurement organization, shall be present during the procedure to remove the organs. The Coroner or Forensic Pathologist may request a biopsy of those organs or deny removal of the organs if necessary.
- [k] If a Donor Organization appeals a Deputy Coroner's decision to prohibit organ and/or tissue recovery of a particular Coroner case by requesting the NEVADA COUNTY Sheriff's dispatch center contact the Chief Deputy Coroner, the following may become necessary. The contracted Forensic Pathologist may be called upon to contact the attending and/or trauma physician to discuss medical issues related to the appeal. The contracted Forensic Pathologist will then contact the Chief Deputy Coroner to review the medical aspects of the case. The contracted Forensic Pathologist will convey the medical recommendations to the Chief Deputy Coroner.
- [l] If the NEVADA COUNTY Coroner's office has a high profile homicide or suspicious death case the Forensic Pathologist, upon request from the Chief Deputy Coroner or Investigations Unit, may be requested to respond to the scene of the death.

2. NEVADA COUNTY shall:

- [a] Through the NEVADA COUNTY Coroner have sole discretion and jurisdictional control as to which cases, pursuant to Section 27491 and Section 27520 of the California Government Code, shall be autopsied under this contract.
- [b] 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.
- [c] Provide all histology services through a histology laboratory. Provide any specialized chemical, microbiological, immunological and hematological tests that are required.
- [d] Have sole discretion through the NEVADA COUNTY coroner in granting permission to be present at any postmortem examination.

- [e] 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, anthropology and anesthesiology.
 - [f] In the event local, state or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist NEVADA COUNTY in complying therewith.
3. In performing services under this Agreement PLACER COUNTY is considered an independent consultant 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.
 4. 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.
 5. In any case where PLACER COUNTY performs services for the NEVADA COUNTY coroner pursuant to Government Code Section 27520, NEVADA COUNTY acknowledges it shall be NEVADA COUNTY coroner's responsibility to collect all costs from requesting party.
 6. The term of the Agreement shall commence on July 1, 2017 and continue through June 30, 2019.
 7. 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.
 8. Hold Harmless
PLACER COUNTY agrees to indemnify and hold harmless NEVADA COUNTY and NEVADA COUNTY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of PLACER COUNTY, its employees or agents. NEVADA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts, or omissions of NEVADA COUNTY'S, its employees or agents. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of PLACER COUNTY'S services, as well as during the progress of rendering such services.
 9. 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 the 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.
 10. For services rendered under this contract, NEVADA COUNTY shall pay PLACER COUNTY as follows: \$110,000 per fiscal year for up to 120 cases. Chart reviews and external examinations are not included in this case count. Cases above 120 will be charged at a rate of \$1,250 per

case. NEVADA COUNTY will pay the actual costs of forensic toxicology and clinical chemistry incurred or other specialized services requested.

11. In the event of a major disaster involving mass deaths, additional compensation will be negotiated. In accordance with the PLACER COUNTY Sheriff's General Orders, a major disaster is defined as five or more deaths relating to one incident.

12. 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) medical malpractice.

13. Nondiscrimination

The PLACER COUNTY will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (Cancer or genetic characteristic), Age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. PLACER COUNTY agrees to take affirmative action to employee, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

14. Jurisdiction/Venue

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.

15. 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

If to Nevada County:

Nevada County Sheriff's Office
950 Maidu Avenue
Nevada City, CA 95959

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

COUNTY OF NEVADA

Dated: 6/20/2017

By: Hank Weston
Chair, Board of Supervisors

ATTEST:

Jessie Patterson
Clerk of the Board of Supervisors

By: Karl
Nevada County Sheriff

APPROVED AS TO FORM:

Alicia Barragan
Nevada County Counsel

COUNTY OF PLACER

Dated: 8/8/17

By: Janice D. King
Chairwoman, Board of Supervisors

ATTEST:

Maria L. Dwyer
Clerk of the Board of Supervisors

By: Debra Bell
Placer County Sheriff-Coroner-Marshall

APPROVED AS TO FORM:

Steve S. H. Lee
Placer County Counsel