

**AGREEMENT FOR PATHOLOGY SERVICES BETWEEN
CANYON COUNTY AND ADA COUNTY**

THIS AGREEMENT FOR PATHOLOGICAL SERVICES BETWEEN CANYON COUNTY AND ADA COUNTY (the "Agreement") is made and entered into by Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, (hereafter "Ada County"), and Canyon County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereafter "Canyon County").

WITNESSETH

WHEREAS, Canyon County needs forensic pathology services and desires to contract with Ada County for such services;

WHEREAS, Ada County has forensic pathologists on staff who are qualified to provide pathology services to Canyon County;

WHEREAS, this Agreement is being entered into pursuant to the statutory authority provided by Idaho Code §§ 31-801, 31-828, 19-4301 and 19-4301B.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I.

ADA COUNTY DUTIES AND OBLIGATIONS

A. Under this Agreement Ada County is only providing pathology and other preapproved requested services to the Canyon County Coroner and all duties and responsibilities of the Canyon County Coroner remain with the Canyon County Coroner. The Ada County Coroner's Office will determine the cause of death consistent with the terms of this Agreement. Ada County is not obligated to fulfill any duty or responsibility of Canyon County or the Canyon County Coroner.

B. Ada County shall, upon written request from either the Canyon County Coroner or the Canyon County Prosecuting Attorney, perform postmortem examinations and related services, including, but not limited to, postmortem radiography, biological specimen preparation and court testimony, as are needed pursuant to the obligations imposed under Idaho law upon Canyon County's Prosecuting Attorney and/or the Canyon County Coroner. This written request must be submitted using the Autopsy Authorization template available through the Ada County Coroner's case management system (MDILog) or in other form if preapproved by the Ada County Coroner.

C. Ada County's pathologists are forensically certified by the American Board of Pathology and professionally qualified to perform postmortem examinations as ordered by the Canyon County's Prosecuting Attorney or Coroner and are licensed to practice by all public entities having jurisdiction over the Ada County Coroner's pathologists.

D. Ada County pathologists shall maintain all necessary licenses, permits, or other authorizations necessary to perform the services required under this Agreement.

E. The Ada County forensic pathologist will render their professional opinion regarding their findings and create a final written report to the Canyon County Coroner on the cause of death, pursuant to Idaho Code § 19-4301B.

F. If the Ada County pathologist determines that in order to fulfill the services requested by the Canyon County Coroner further examination and testing is required for certain body parts, such body parts shall remain with the Ada County Coroner until no longer needed for examination purposes, subject to applicable accreditation standards set forth below. Tissue and fluids may be collected and retained for further testing at the discretion of the pathologist.

G. The Ada County Coroner shall destroy samples and specimens in accordance with the retention schedule promulgated by the College of American Pathologists unless requested to do otherwise in writing from the Canyon County Coroner or the Canyon Prosecuting Attorney. Before destroying a specimen in accordance with its retention schedule, the Ada County Coroner shall provide the Canyon County Coroner written notice of intent to destroy the specimen. If the Canyon County Coroner does not submit an objection within fourteen (14) days, the Ada County Coroner shall process the specimens for destruction in accordance with existing policy.

H. The Ada County Coroner's Office shall maintain its accreditations with the National Association of Medical Examiners and the International Association of Coroners and Medical Examiners.

I. The Ada County Coroner reserves the right to refuse any request for services under this Agreement, for any reason.

II. ADDITIONAL SERVICES

A. Staff at the Ada County Coroner's Office are professionally qualified to perform additional services, such as limited anthropological examinations and psychological autopsies.

B. Ada County may perform additional services under this Agreement upon written request from either the Canyon County Coroner or the Canyon County Prosecuting Attorney, subject to approval by the Ada County Coroner. The written request must be in the form of the Autopsy Authorization available through the MDILog system or in other form if agreed upon by both the Canyon County Coroner and the Ada County Coroner. The scope of any such additional services and the fees to be paid for the services shall be determined by the parties on a case-by-case basis and reflected in the signed request. The Ada County Coroner shall communicate with the Canyon County Coroner and/or the Canyon County Prosecuting Attorney regarding the findings of such services.

C. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of a case.

III.
CANYON COUNTY DUTIES AND OBLIGATIONS

A. No pathology services contemplated hereunder shall be provided by Ada County Coroner unless and until this Agreement is executed by the Canyon County Board of County Commissioners and Canyon County Coroner and delivered to Ada County.

B. The Canyon County Coroner and/or Canyon County Prosecuting Attorney shall have sole discretion in what services are requested under this Agreement, including what level of postmortem examination meets their needs. Canyon County, and not Ada County, shall have sole jurisdiction of death investigation scenes. Ada County will only perform services under this Agreement after a specific written request has been made, approved, and accepted by Ada County for such services. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of the case.

C. Canyon County shall notify the Ada County Coroner as soon as practicable of a new service request so that the Ada County Coroner's Office may coordinate the case into its schedule.

D. The Canyon County Coroner, not Ada County or the Ada County Coroner, is responsible for filling out death certificates and determining the manner of death.

E. The Canyon County Coroner is responsible for transporting or arranging transportation of decedents to and from the Ada County Coroner's autopsy facility in Ada County utilizing equipment in proper working order and able-bodied personnel. The Canyon County Coroner is also responsible for notifying the Ada County Coroner, in writing through the MDILog system and prior to transport, of the party or parties who will be providing the transport services to and from the Ada County Coroner's Office. The party transporting decedents shall be responsible for unloading and loading the decedents at the Ada County Coroner facility.

F. All decedents transported to the Ada County Coroner facility shall be properly secured in a body bag. Failure to properly secure a decedent in a body bag may result in refusal to accept the decedent by the Ada County Coroner, or the Ada County Coroner's Office may, in its sole discretion, provide a body bag and charge an additional fee.

G. The identification of decedents is the sole responsibility of the Canyon County Coroner. If assistance with scientific identification is requested, any charges incurred by Ada County related to such identification will be reimbursed to Ada County by Canyon County.

H. Ada County will not accept a decedent without proper identification on the body itself (use of a tag or identification band). Canyon County Coroner shall be responsible for ensuring that identification tags or bands are provided. As many cases arrive with the body bag sealed/locked, photographic evidence of the identification tag must be included in the scene photographs provided by the Canyon County Coroner as part of the documentation required below.

I. Canyon County and the Canyon County Coroner will fully cooperate with Ada
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County in the carrying out of the duties imposed on Ada County under the terms of this Agreement, including but not limited to uploading report information regarding a new case as required herein to the MDILog system.

J. The Ada County Coroner's Office strives to provide the highest quality of service and the determination of death goes well beyond an autopsy. Ada County pathologists rely heavily on documentation from contracting counties to accurately and scientifically determine the cause of death. The Canyon County Coroner shall be responsible for acquiring and providing documentation as needed to determine cause of death prior to the acceptance of the service request, as set forth below. Failure of the Canyon County Coroner to provide appropriate documentation subjects the case to either declination of the request or a result of unable to determine cause of death due to lack of sufficient information. All documentation shall be entered into the MDILog system prior to the request for services. The following documentation must be provided, at a minimum, for cases submitted under this Agreement.

- (1) Non-homicide Cases:
 - a. Medicolegal Investigation Narrative
 - b. Scene photographs
 - c. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (2) Homicide, Suspicious or Unknown Circumstances Cases:
 - a. Medicolegal Investigation Narrative
 - b. Scene photographs
 - c. Preliminary law enforcement reports (or circumstances of investigation if no law enforcement report has been issued)
 - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (3) Pediatric Cases:
 - a. Medicolegal Investigation Narrative
 - b. Scene photographs
 - c. Age-appropriate doll re-enactment documentation
 - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (4) Requirements for Case Closure:
 - a. Medicolegal Investigation Narrative
 - b. Scene photographs
 - c. Law enforcement reports, regardless of case type submitted
 - d. Medical records
 - e. Any further documentation discussed with the forensic pathologist relating to the case

Narratives and scene photographs shall be provided prior to delivery of the decedent. All medicolegal investigation narratives shall include, but not be limited to, the circumstances of the death, a complete scene description, a complete medicolegal examination, a description of

postmortem changes, and a medical history. The Canyon County Coroner shall provide the required documentation to the Ada County Coroner by properly entering the documentation and photographs into the MDILog system prior to the postmortem examination. If preapproved by Ada County Coroner forensic staff, an alternative media form may be used if it can be immediately uploaded upon arrival to the Ada County Coroner's Office.

K. It is the responsibility of the Canyon County Coroner and/or the investigating law enforcement agency to determine specifically what, if any, evidence is to be collected by the Ada County Coroner's Office at the time of the examination. Any request for evidence collection shall be made prior to the examination.

L. After the postmortem examination, the Canyon County Coroner shall be responsible for providing any additional documentation requested by Ada County necessary for completion of the determination of cause of death and the subsequent report. Such documentation shall be uploaded into the MDILog case file for review by the Ada County pathologist.

M. Canyon County shall notify the Ada County Coroner as soon as practicable that a new case will be arriving so that the Ada County Coroner's Office may coordinate the case into its schedule.

N. The Canyon County Coroner shall be responsible for notifying the decedent's family of any retention of organs or other tissues and making the appropriate decision on the handling of such organs or other tissue after all examinations are complete. The Canyon County Coroner may instruct the Ada County Coroner of the preferred method of disposition of any tissues and/or organs that may have been kept for further examination with the understanding that additional fees may be charged for such disposition. The Canyon County Coroner must timely retrieve any retained tissue and/or organ material that is requested to be retained via response to the written notice of specimen destruction provided by the Ada County Coroner or it will be disposed of in accordance with the Ada County Coroner's existing policy for a fee to be determined at time of disposal.

O. Canyon County shall provide the manner of death to the Ada County Coroner's Office by entering the designation in the MDILog system or by providing the manner in writing to the Ada County Coroner's Office. Manner of death is required to properly designate a case as approved for destruction per the Ada County Coroner's Office specimen destruction policy, and as promulgated per the retention schedule set forth by the College of American Pathologists.

P. Canyon County shall be responsible for all petitions required under Idaho Code § 19-4301C.

**IV.
TERM AND TERMINATION**

The term of this Agreement shall run from the date of execution through September 30, 2026. Either party may terminate this agreement at any time and for any reason upon written notice to the other party. Said notice must be mailed to the Board of County Commissioners, with a copy to the County Coroner, with postage prepaid.

**V.
INDEPENDENT CONTRACTOR**

The parties agree that Ada County is an independent contractor of Canyon County, and its employees or agents are not employees or agents of Canyon County. The parties further agree that neither Ada County nor its employees or agents are entitled to Workers Compensation or any benefit of employment with Canyon County. Ada County shall not, without Canyon County's consent, settle any claim contemplated hereunder and which admits fault on the part of Canyon County.

**VI.
PAYMENTS**

For its assumption and performance of the duties, obligations, and responsibilities set forth herein, Ada County shall be paid as follows:

A. Canyon County shall pay Ada County for services rendered in accordance with the following payment schedule.

Service	Description	Price
Full Autopsy	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$2,300
Limited Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$1,668
External Examination	Includes pathologist and autopsy technician exam time, administrative services time, collection and submission of toxicology, histology specimen processing, pathologist time for review of records and documentation, pathologist determination of cause of death and final exam report.	\$1,323

Forensic Postmortem Toxicology	Reporting of toxicological findings of biological specimens sent to the third-party lab contracted by Ada County Coroner's Office.	At Ada County Cost
Additional Biological Specimen Testing	Any additional testing outside of requested toxicology; includes and is not limited to: genetic panels, cultures, etc.	At cost
Lodox Radiographic Imaging	This will include any one or combination of: full body AP, full body lateral, head lateral, pediatric full body/laterals, etc.	\$350 As set by Ada County's Fee Schedule
Dental Radiographic Imaging	Completion of dental radiographs that are used for identification of decedent.	\$150 As set by Ada County's Fee Schedule
CT Imaging	Completion of CT scan and interpretation by forensic pathologist for final report	As set by Ada County's Fee Schedule
Specialty Consultation/Services	For cases requiring additional services to be completed by a specialist outside of Coroner's Office (i.e., forensic odontology, DNA comparison by third-party lab, etc.)	At actual cost charged
Decedent Storage Fee	\$65 per day, after three (3) business days, following notice to retrieve	\$65/day

B. The Ada County Coroner will order expanded toxicology tests, consistent with its general practice, unless otherwise requested by the Ada County forensic pathologist or specified by the Canyon County Coroner. The Canyon County Coroner is financially responsible for postmortem toxicology and will be billed directly by the lab.

C. The costs of any additional or ancillary testing and associated costs will be reimbursed to Ada County.

D. With the exception of costs specifically related to giving court testimony, which will be paid to Ada County as set forth below in this section, the cost for any limited anthropological services provided by the Ada County Coroner's Office shall be determined on a case-by-case basis. In completing the Anthropology Services Authorization form, the Ada County Coroner will provide an estimated cost based on the services being requested. Despite such estimate, Canyon County acknowledges and agrees to pay Ada County for the services actually provided, which may be greater or less than the estimate depending on the circumstances, including any changes to the scope of services requested.

E. The Ada County Coroner's cost for one of its pathologists testifying in court, whether in person or virtually will be at the rate of Four Hundred Fifty Dollars (\$450) per hour, with a four-hour minimum per trial or hearing date. If travel is required, hourly charges will be incurred from the time the Ada County pathologist leaves Meridian to when the pathologist returns to Meridian after testifying. The Ada County Coroner Office's cost for one of its staff (including forensic technicians and others) testifying in court, whether in person or virtually, will be Seventy-Five Dollars (\$75) per hour, with a four-hour minimum per trial or hearing date. If travel is

required, hourly charges will be incurred from the time the Ada County Coroner staff member leaves Meridian to when staff returns after testifying. Canyon County shall reimburse the costs of travel, including mileage and per diem at the current state rate, incurred by the pathologist and/or staff in order to testify. For any overnight stay required for a court appearance, Canyon County shall be responsible for providing a hotel room.

F. Ada County will bill monthly for the costs stated above and Canyon County shall pay within thirty (30) days of receipt of such invoice.

VII. INDEMNITY

A. In the event Canyon County is alleged to be liable in any manner as a result of acts, omissions or negligence of Ada County, its elected officials, employees or officers, Ada County shall indemnify, defend and hold Canyon County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the services of Ada County.

B. In the event Ada County is alleged to be liable in any manner, as a result of acts, omissions or negligence, of Canyon County, its elected officials, employees or officers, Canyon County shall indemnify, defend and hold Ada County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the actions of Canyon County. In the event Ada County, its elected officials, employees or officers are alleged to be liable on account of acts, omissions or negligence, of Canyon County, its elected officials, employees or officers, Canyon County shall defend such allegations through counsel selected by Canyon County's insurer and approved by Ada County. In such an instance, Canyon County's insurer shall retain control of the defense; provided, however, that Ada County shall have the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such allegations or claims in order to protect its own interests. Canyon County shall not, without Ada County's consent, settle any claim contemplated hereunder and which admits fault on the part of Ada County.

VIII. PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION

A. Upon completion of its final report, the Ada County Coroner will provide all original documents to the Canyon County Coroner, which may be subject to return processing and handling fees.

B. All records relating to the services performed under this Agreement by Ada County which are in the possession of Ada County shall be made available to Canyon County Coroner for inspection and copying upon written request of Canyon County Coroner. All law enforcement, family, press or other inquiries for information or records related to a/an Canyon County case shall be the sole responsibility of Canyon County and Canyon County Coroner, and any such inquiries made to the Ada County Coroner for information or records related to a/an Canyon County case will be referred to Canyon County.

C. All requests for documents, including requests under the Idaho Public Records Act, to Ada County Coroner on a/an Canyon County case will be referred to Canyon County Coroner. Ada County will make all records related to the services performed under this Agreement available to Canyon County Coroner so that it may produce them as it sees fit. Ada County will not provide documents or information unless otherwise required by law, subpoena, or court order. All public records requests will be sent to the Canyon County Coroner within the following business day after receipt of the request by the Ada County Coroner. Canyon County Coroner shall respond to such public records request within the timeframe permitted under the Idaho Public Records Act, Idaho Code § 74-101, *et. seq.*, and provide Ada County Coroner a copy of such reply. Canyon County shall indemnify, defend, and hold harmless Ada County for Canyon County's actions in response to a public records request.

**IX.
APPLICABLE LAW**

The law applicable to this Agreement is hereby agreed to be the law of the state of Idaho with venue for any action to be in the Idaho Fourth Judicial District in Boise, Idaho.

**X.
NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**XI.
PERFORMANCE/WAIVER**

The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other party.

**XII.
INSURANCE**

A. Ada County Insurance. Ada County is self-insured as authorized by Idaho Code § 31-814.

B. Canyon County Insurance. Without limiting the parties' right to indemnification, Canyon County agrees to secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

(1) Worker's compensation insurance as required by Idaho statutes.

(2) Comprehensive general liability insurance in an amount of not less than \$500,000 per occurrence, combined single limit, for any claim brought pursuant to Title 6, Chapter 9, Idaho Code, and not less than \$1,000,000 per occurrence or the maximum coverage amount available to Canyon County through the Idaho Counties Risk Management Program (ICRMP), or AGREEMENT FOR PATHOLOGY SERVICES BETWEEN CANYON COUNTY AND ADA COUNTY – 9

through its insurance carrier for any other type of liability claim.

Canyon County shall have the right to self-insure all or part of the insurance requirements set forth under this Agreement, as permitted by Idaho Code § 31-814.

**XIII.
ENTIRE AGREEMENT AND MODIFICATION**

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Agreement may be modified or amended only by a writing duly executed by both parties.

(Signatures on following pages)

DATED this _day of _____, 20__.

Board of Ada County Commissioners

By: _____
Rod Beck, Chairman

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

ADA COUNTY CORONER

Richard D. Riffle

Date

**BOARD OF CANYON COUNTY
COMMISSIONERS**



LESLIE VAN BEEK, Commissioner



BRAD HOLTON, Commissioner

Not in attendance

ZACH BROOKS, Commissioner

ATTEST:



Jess Urresti, Canyon, County Clerk

D. Hoff, Deputy Clerk

CANYON COUNTY CORONER

JENNIFER CRAWFORD

Date