

## **SPECIALIZED FORENSIC SERVICES AGREEMENT #2951**

This Specialized Forensic Services Agreement is made and entered into as of this \_\_\_th day of \_\_\_\_\_, 2018, by and between the COUNTY OF SACRAMENTO (herein referred to as SACRAMENTO) and the COUNTY OF EL DORADO, (herein referred to as EL DORADO), of which both parties are political subdivisions of the State of California,

### **RECITALS**

WHEREAS, EL DORADO COUNTY has determined that it is necessary to obtain a contractor to provide Specialized Forensic Services (Autopsy, Support and Morgue Services) for cases referred on an “as requested” basis for the EL DORADO COUNTY Sheriff/Coroner’s Office; and

WHEREAS, the SACRAMENTO County Coroner’s Office has the facilities, staff and resources to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SACRAMENTO and EL DORADO agree as follows:

#### **I. SCOPE OF SERVICES**

SACRAMENTO agrees to furnish personnel and equipment necessary to provide autopsy, support and morgue services on an “as requested” basis for the EL DORADO COUNTY Sheriff/Coroner’s Office. Services shall include, but not limited to those set forth in Exhibit “A”, marked “Scope of Services”, incorporated herein and made by reference a part hereof. If a service is performed by SACRAMENTO that is an additional service, not described in Exhibit “A”, but is mutually agreed upon between SACRAMENTO and EL DORADO in advance, the price shall be in accordance with SACRAMENTO’s current list pricing schedule.

#### **II. TERM**

This Agreement shall be effective and commence as of July 1, 2018, upon being fully executed by both parties hereto, and shall expire on December 31, 2019.

#### **III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

SACRAMENTO:  
Sacramento County Coroner  
Kimberly D. Gin, Coroner  
4800 Broadway, Suite 100  
Sacramento, CA 95820-1530

EL DORADO COUNTY:  
EL DORADO County Sheriff's Office  
John D'Agostini, Sheriff  
300 Fair Lane  
Placerville, CA 95667

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

SACRAMENTO and EL DORADO shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. 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. Any legal proceedings arising out of or relating to this Agreement shall be brought in either Sacramento County, California or El Dorado County, California.

**VI. STATUS OF CONTRACTOR**

It is understood and agreed that SACRAMENTO and EL DORADO are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party, nor any agents, representatives or employees of that party, shall be considered agents, representatives or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

**VII. 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.

**VIII. CONFLICT OF INTEREST**

SACRAMENTO and EL DORADO 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.

**IX. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS & FACILITIES**

SACRAMENTO and EL DORADO covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in connection with the performance of this Agreement.

**X. INDEMNIFICATION**

SACRAMENTO shall defend, indemnify, and hold harmless EL DORADO, 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 SACRAMENTO'S officers, directors, agents, employees, or volunteers.

EL DORADO shall defend, indemnify and hold harmless SACRAMENTO, 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 EL DORADO'S officers, directors, agents, employees, subcontractors or volunteers..

It is the intention of EL DORADO and SACRAMENTO 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 EL DORADO and SACRAMENTO 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.

**XI. INSURANCE**

SACRAMENTO and EL DORADO finance their liability, property and workers' compensation risks through a combination of self-insurance and insurance. Both parties are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement.

## **XII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be per the provisions set forth in Exhibit B, incorporated herein and made by reference a part hereof, or Exhibit B as modified by SACRAMENTO in accordance with express provisions as stated on page 4, Section XIV.
- B. SACRAMENTO shall submit an invoice to EL DORADO on a monthly basis, upon verification of services provided. Invoices shall be submitted to EL DORADO no later than the fifteenth (15th) day of the month following the invoice period, and EL DORADO shall pay SACRAMENTO within thirty (30) days after receipt of an appropriate and correct invoice.
- C. EL DORADO shall maintain for four years following termination of this agreement full and complete documentation of all services and payments associated with performing the services covered under this Agreement. Payment documentation shall include: Dates of Service, County Case Numbers, and Decedents Names.

Total amount of this Agreement shall not exceed \$125,000.

## **XIII. SUBCONTRACTS, ASSIGNMENT**

SACRAMENTO shall obtain prior written approval from EL DORADO 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. SACRAMENTO 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. SACRAMENTO shall be held responsible by EL DORADO for the performance of any subcontractor whether approved by EL DORADO or not.

## **XIV. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon SACRAMENTO and EL DORADO unless agreed in writing by the SACRAMENTO COUNTY CORONER and EL DORADO COUNTY SHERIFF-CORONER and counsel for both parties.

**XV. SUCCESSORS**

This Agreement shall insure to the benefit of, and be binding upon, SACRAMENTO and EL DORADO and their respective successors.

**XVI. ADMINISTRATOR**

The El Dorado County Officer or employee with responsibility for administering this Agreement is Matthew Foxworthy, Lieutenant, Sheriff's Office, or successor.

**XVII. TIME**

Time is of the essence of this Agreement.

**XVIII. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XIX. DISPUTES**

In the event of any dispute out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XX. TERMINATION**

- A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide twenty-four (24) hours to cure the default. If such default is not cured within said twenty-four (24) hour period, the party that gave notice of default may terminate this Agreement upon no less than twenty-four (24) hours advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- B. Either party may terminate this Agreement for any reason by providing the other party at least thirty (30) days advance written notice of termination and specifying the actual date of termination in the written notice.

- C. If this AGREEMENT is terminated, SACRAMENTO shall be paid for any services completed and provided prior to notice of termination and any services necessary to complete pending autopsies.

**XXI. PRIOR AGREEMENTS**

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

**XXII. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

**Requesting El Dorado County Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Jeff Leikauf  
Lieutenant  
El Dorado County Sheriff

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
John D'Agostini  
Sheriff  
El Dorado County Sheriff

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a  
political subdivision of the State  
of California**

**COUNTY OF EL DORADO, a  
political subdivision of the State  
of California**

By \_\_\_\_\_  
Kimberly D. Gin, Coroner  
SACRAMENTO County

By \_\_\_\_\_  
Chair, Board of Supervisors  
EL DORADO County

ATTEST:

By \_\_\_\_\_  
Clerk of the Board of Supervisors  
EL DORADO County

REVIEWED AND APPROVED BY SACRAMENTO AND EL DORADO COUNTY  
COUNSEL

By \_\_\_\_\_  
Deputy County Counsel  
SACRAMENTO County

By \_\_\_\_\_  
County Counsel  
EL DORADO County

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "SACRAMENTO", and the  
COUNTY OF EL DORADO, hereinafter referred to as "EL DORADO"**

**SCOPE OF SERVICES**

**The following services are included in the cost of Forensic Autopsy Services shown in Exhibit B and there shall be no additional costs except as indicated in paragraph 13:**

**Design Services**

SACRAMENTO shall provide consulting services for design input and future equipment needs for the El Dorado County Public Safety Facility morgue at rates listed in Exhibit B-1.

**Forensic Services**

**The following services are included in the cost of Forensic Autopsy Services shown in Exhibit B-1 and there shall be no additional costs except as indicated in paragraph 13:**

1. SACRAMENTO shall provide Forensic Autopsy Services, to include support and morgue services, External Examinations, and Medical Record Reviews for cases referred on an "as requested" basis for the EL DORADO Sheriff/Coroner's Office.
2. SACRAMENTO shall provide licensed physicians to perform all required autopsies and other postmortem examinations Monday through Friday. The licensed physicians shall be:
  - a. Board certified or Board eligible forensic pathologists, as defined by the American Board of Pathology, or
  - b. Physicians that are training under the supervision of a forensic pathologist (such as a resident that is training to become a forensic pathologist).
3. SACRAMENTO will be open for intake and initial processing of bodies from 6:00 a.m. to 6:00 p.m. seven days per week, including holidays. SACRAMENTO's normal autopsy hours shall be 9:30 a.m. and 1:30 p.m., Monday through Friday, including all legal County Holidays.
4. The intent of the parties is that autopsies will be performed in a timely manner. When an autopsy cannot be performed promptly upon receipt of the body Monday through Friday, a pathologist shall do a preliminary examination; report any unusual findings to the EL DORADO Sheriff/Coroner and schedule an autopsy to take place within the next normal autopsy day.
5. SACRAMENTO will perform autopsies in special necessity cases, where an autopsy is required outside of normal working hours, upon mutual agreement between the EL DORADO Sheriff/Coroner and SACRAMENTO Coroner. There shall be no additional charges for autopsies conducted after hours. The rate to be charged is the Forensic Autopsy Services rates shown in Exhibit B-1.



6. SACRAMENTO shall provide a determination as to the cause of death in all cases referred by EL DORADO for autopsy or consultation. Determinations may include the conduct of autopsies, gross and microscopic examination of tissues, and preparation of written reports.
7. SACRAMENTO shall provide Medical Record Reviews and shall provide either a cause of death or a recommendation for an autopsy to be conducted. In these cases, the decedent shall not be transported to the SACRAMENTO facility, unless an autopsy is to be conducted by SACRAMENTO.
8. SACRAMENTO shall provide a pathologist at death scenes when necessary and requested by EL DORADO.
9. Pathology Reports:
  - a. SACRAMENTO shall be responsible for transcription and preparation of autopsy reports.
  - b. SACRAMENTO shall 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. Autopsy reports shall be due to EL DORADO within thirty (30) days following the receipt of toxicology reports by SACRAMENTO.
10. Minimum expected autopsy service:
  - a. A report of the necropsy findings, including external examinations, internal organ description, microscopic studies, pathologic diagnosis, analysis of toxicology reports, cause of death, and other significant conditions that relate.
  - b. Collection of body fluids and tissue for toxicology analysis.
  - c. Photographs of homicides and any unusual cases.
  - d. Diagrams of important external findings on homicide victims.
  - e. Collection of evidence for the laboratory examinations.
  - f. Routine interpretation of x-rays.

SACRAMENTO will perform all required autopsies, gross and microscopic examination of the tissue, review of toxicological reports, as well as written reports, at the Sacramento County Coroner Facility located at 4800 Broadway, Ste 100, Sacramento, CA 95608, unless an exception is agreed to by the parties to his Agreement.

Autopsy cases that involve highly infectious or toxic agents may be limited in scope, with concurrence of the SACRAMENTO Coroner and the EL DORADO Sheriff/Coroner.

11. In addition to autopsies, the pathologists shall provide review of investigator's reports, medical reports, and toxicology results in all Coroner cases to assist in the proper determination of case disposition.
12. SACRAMENTO shall make available staff involved with an EL DORADO case to testify in court or similar proceedings.

13. SACRAMENTO shall obtain prior authorization from EL DORADO and provide the following specialized services to EL DORADO:

- a. Histology - Provided by UC Davis Medical Center and fees are determined on a case by case basis.
- b. Forensic Odontology - Provided by a contractor at the rate of \$250 per case.
- c. Entomology
- d. Clinical Chemistry - Provided by UC Davis Medical Center and fees are determined on a case by case basis.
- e. Forensic Radiology
- f. Forensic Neuropathology - Provided by a contractor at the rate of \$700 per exam.
- g. Forensic Toxicology
- h. Forensic Anthropology - Provided by a contractor at the rate of \$150 per case.

EL DORADO will compensate SACRAMENTO for the cost of such additional services as deemed necessary for the proper autopsy and determination of findings in an individual case. The additional services are specialized services and not part of the Forensic Autopsy Services.

14. If EL DORADO determines to utilize specialized services other than those used by SACRAMENTO, subject specimens will be collected by EL DORADO or its designated agents.
15. EL DORADO agrees to provide transportation of decedent to SACRAMENTO's facility along with relevant medical records and investigative reports.
16. EL DORADO agrees to remove remains from control of SACRAMENTO within five (5) days of autopsy or alternatively reimburse SACRAMENTO fifteen dollars (\$15.00) per day following the fifth day after autopsy.
17. EL DORADO shall have the discretion to allow persons to be present at any postmortem examination as provided in Government Code Section 27491.4. Unless authorized by EL DORADO personnel those persons other than SACRAMENTO personnel shall not be present at any postmortem examination. EL DORADO peace officers will be allowed access to autopsies.

## **PROTOCOL FOR AUTOPSY REQUEST**

1. An "Out of County Autopsy Request" form, available on [www.coroner.saccounty.net](http://www.coroner.saccounty.net) and mentioned here by reference only, must be completed by EL DORADO and transmitted either electronically, by mail or by fax to Sacramento County Coroner's Office, 4800 Broadway, Suite 100, Sacramento, CA 95820; fax (916) 874-9257) prior to transport of the body to the SACRAMENTO Morgue.
2. EL DORADO will deliver all remains in a sealed body bag that is identified with the decedent's name (if known) and case number.
3. Special requests for body processing, autopsy instructions, or disposition of the body should be made in advance and approved by the Coroner or Supervising Deputy Coroner of SACRAMENTO.
4. The following forms and reports should be faxed to SACRAMENTO or brought with the decedent on the date of the autopsy:
  - Coroner's Investigative Report;
  - Agency Investigative Report (i.e. Sheriffs or Police Department);
  - Medical records, if applicable; and
  - Laboratory forms for toxicology referral.
5. All evidence, including toxicology samples, radiology films, decedent property, etc., will be given to EL DORADO following completion of the autopsy. EL DORADO is financially responsible for all toxicology testing, for ensuring that toxicology samples are delivered to the laboratory selected by EL DORADO, and for sending a copy of the toxicology report to SACRAMENTO so the findings can be incorporated into the final autopsy report.
6. EL DORADO may take pictures of the decedent prior to the start of the internal autopsy. Upon request, agencies may be permitted to take photographs during the actual autopsy. The Forensic Pathologist will routinely take photographs of all homicide and rule out homicide cases. Copies of these pictures will be provided to EL DORADO.
7. The body will be released to EL DORADO at the completion of the autopsy. Cases processed as homicides or rule out homicides will be held by SACRAMENTO for 24 hours after completion of the autopsy. Exceptions to this 24-hour guideline will be made on a case-by-case basis and must be approved by the Forensic Pathologist and the Coroner or Supervising Deputy Coroner of SACRAMENTO.
8. EL DORADO will be responsible for all news media and family inquiries.

**EXHIBIT B-1 to Agreement  
between the COUNTY OF SACRAMENTO,  
hereinafter referred to as "SACRAMENTO", and the  
COUNTY OF EL DORADO, hereinafter referred to as "EL DORADO"**

**COMPENSATION, BILLING AND PAYMENT OF INVOICES**

1. For services provided herein, EL DORADO agrees to pay SACRAMENTO, monthly, in arrears. Payment shall be made within thirty (30) days following EL DORADO's receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be:

<b>Service Description</b>	<b>No Support</b>	<b>1 Support</b>	<b>2 Support</b>
<b>Autopsy by Request</b>	\$2,515.00	\$2,750.00	\$2,985.00
<b>External Examinations</b>	\$1,100.00	\$1,178.00	\$1,257.00
<b>Medical Record Reviews</b>	\$540.00	N/A	N/A
<b>Neuropathology Examinations</b>	\$2,075.00	N/A	N/A
<b>Donor Consultations</b>	\$15.00	N/A	N/A
<b>Forensic Identification Services (Livescan)</b>	\$75.00	N/A	N/A
<b>Forensic Anthropology</b>	\$150.00	N/A	N/A
<b>Forensic Odontology</b>	\$250.00	N/A	N/A
<b>Death Scene Response, Court Depositions &amp; Testimony</b>			
Chief Forensic Pathologist	\$365.00	N/A	N/A
Forensic Pathologist	\$315.00	N/A	N/A
<b>Consulting Services – Coroner</b>	\$90.29/per hour	N/A	N/A
<b>Consulting Services – Doctor</b>	\$155.94/per hour	N/A	N/A
<b>Consulting Services – Path. Asst.</b>	\$56.20/per hour	N/A	N/A

2. EL DORADO will compensate SACRAMENTO for the cost of additional services as stated in Exhibit A-1, paragraph 13. SACRAMENTO shall provide detail of these costs and they shall be included on the Invoice for the case.
3. EL DORADO will compensate SACRAMENTO for testimony in Superior Court or Depositions at the rate of \$315.00 per hour for SACRAMENTO's Forensic Pathologists and/or \$365.00 per hour for SACRAMENTO's Chief Forensic Pathologist.

4. Roundtrip Mileage reimbursement for SACRAMENTO's staff to appear at Death Scenes, Superior Court or Depositions, or Consultation Meeting at CONTRACTOR's facility, shall be at the rate of \$0.545 per mile, calculated from the SACRAMENTO COUNTY CORONER Facility to the requested location.

5. SACRAMENTO shall submit invoices to the following address:

EL DORADO County Sheriff's Office  
300 Fair Lane  
Placerville, CA 95667

6. The total amount of this AGREEMENT shall not exceed \$125,000.00.