

ORIGINAL

AGREEMENT FOR SERVICES #002-S1711
AMENDMENT I

This Amendment I to the Agreement for Services #002-S1711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "EL DORADO COUNTY") and the County of Sacramento, a political subdivision of the State of California, whose principal place of business is 4800 Broadway, Suite 100, Sacramento, CA 95820; (hereinafter referred to as "SACRAMENTO");

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 in accordance with Agreement for Services #002-S1711, dated April 28, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, Agreement for Services #002-S1711, dated April 28, 2016, is being amended to include that SACRAMENTO provide consulting services regarding design input and future equipment needs for the El Dorado County Public Safety Facility on an "as requested" basis for the Sheriff's Office; and

WHEREAS, the parties hereto have mutually agreed to amend the Scope of Services of said Agreement, hereby amending Article I SCOPE OF SERVICES; and

WHEREAS, the parties hereto have mutually agreed to increase the Compensation of said Agreement, hereby amending Article XII COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS; and

WHEREAS, the parties hereto have mutually agreed to amend the Administrator of said Agreement, hereby amending Article XVI ADMINSTRATOR; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #002-S1711, shall be amended a first time as follows:

ARTICLE I

SCOPE OF SERVICES: SACRAMENTO agrees to furnish personnel and equipment necessary to provide autopsy, support, morgue services, for the EL DORADO COUNTY Sheriff/Coroner's Office, and consulting services regarding design input and future equipment needs for the El Dorado County Public Safety Facility on an "as requested" basis. Services shall include, but not be limited to those set forth in Exhibit A-1, 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-1, but is mutually agreed upon between SACRAMENTO and EL DORADO COUNTY in advance, the prices shall be in accordance with SACRAMENTO's current list pricing schedule.

**ARTICLE XII
COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

A. Compensation under this Agreement shall be per the provisions set forth in Exhibit B-1, incorporated herein and made by reference a part hereof.

B. SACRAMENTO shall submit an invoice to EL DORADO COUNTY on a monthly basis, upon verification of services provided. Invoices shall be submitted to EL DORADO COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and EL DORADO COUNTY shall pay SACRAMENTO within thirty (30) days after receipt of an appropriate and correct invoice.

C. EL DORADO COUNTY shall maintain for four years following termination of this agreement full and complete documentation of all services and payment 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 \$195,000.00

**ARTICLE XVI
ADMINISTRATOR**

The El Dorado County Officer or employee with responsibility for administering this agreement is Bryan Golmitz, Captain, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #002-S1711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 2/8/18
Bryan Golmitz
Captain
Sheriff's Office

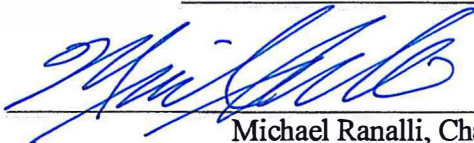
Requesting Department Head Concurrence:

By:  Dated: 2/7/18
John D'Agostini
Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to the Agreement for Services #002-S1711, on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2/13/2014

By: 
Michael Ranalli, Chair
Board of Supervisors
"County"


ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 2/13/2014

-- CONTRACTOR --

Dated: 2-2-13

By: 
Kimberly D. Gin
Sacramento County Coroner
"Contractor"

APPROVED BY COUNTY COUNSEL:

By:  Dated: 2-1-13

**EXHIBIT A-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"**

SCOPE OF SERVICES

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 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:

Autopsy – With Support	\$2,650.00
External Examinations – With Support	\$1,150.00
Medical Record Reviews	\$525.00
Donor Consultation	\$15.00
Forensic Identification Services (Livescan)	\$75.00
Consulting Services – Coroner	\$90.29/per hour
Consulting Services – Doctor	\$155.94/per hour
Consulting Services – Path. Asst.	\$56.20/per hour
Mileage at current rate of \$0.545	per mile

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, 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 \$195,000.00.