AGREEMENT NO. __________

AGREEMENT FOR PATHOLOGY SERVICES
BETWEEN BONNEVILLE COUNTY AND ADA COUNTY

THIS AGREEMENT FOR PATHOLOGICAL SERVICES BETWEEN BONNEVILLE 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 Bonneville County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereafter "Bonneville County").

WITNESSETH

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

WHEREAS, Ada County has pathologists on staff who are qualified to provide pathology services to Bonneville 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 services to the Bonneville County Coroner and all duties and responsibilities of the Bonneville County Coroner remain with the Bonneville County Coroner. Ada County is not obligated to fulfill any duty or responsibility of Bonneville County or the Bonneville County Coroner.

B. Ada County shall, upon written request to the Ada County Coroner, from either the Bonneville County Coroner or the Bonneville County Prosecuting Attorney perform autopsies, corpse inspections and related services, including, but not limited to, X-ray and toxicology reports and testimony in court, as are needed because of the obligations imposed under Idaho law upon Bonneville County’s Prosecuting Attorney and/or Bonneville County Coroner. This written request must be on the form attached hereto as Exhibit “A” or in other form if agreed upon by both the Bonneville County Coroner and Ada County Coroner.

C. Ada County’s pathologists are professionally qualified to perform autopsies and corpse inspections as ordered by the Bonneville County’s Prosecuting Attorney or Coroner and are licensed to practice by all public entities having jurisdiction over Ada 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. Ada County Coroner shall communicate with the Bonneville County Coroner and/or Bonneville County Prosecuting Attorney regarding the pathologist’s findings and create a final written report.

F. The Ada County pathologist will give his or her professional opinion to the Bonneville County Coroner on the cause of death, pursuant to Idaho Code § 19-4301B.

G. If the Ada County Pathologist determines that in order to fulfill the services requested by the Bonneville County Coroner further examination and testing is required for certain body parts, such body parts shall remain with Ada Coroner until no longer needed for evidentiary purposes.

II. BONNEVILLE COUNTY’S DUTIES AND OBLIGATIONS

A. Bonneville County Coroner and Bonneville County Prosecuting Attorney shall have sole discretion in what services are requested under this contract, including whether to request an autopsy or an inspection and which service meets its needs. Bonneville County, and not Ada County, shall have sole jurisdiction at crime scenes. Bonneville County will have the sole discretion to direct that corpses be X-rayed or that body tissues or fluids be obtained for toxicology studies. Ada County will only perform services under this Agreement after a specific written request has been made for such services. Ada County is not responsible for suggesting what services are reasonable, appropriate or needed under the circumstances of the case.

B. Bonneville County Coroner, not Ada County nor Ada County Coroner, is responsible for filling out death certificates and determining the manner of death.

C. Bonneville County Coroner is responsible for transporting corpses from Bonneville County to Ada County Coroner’s autopsy facilities in Ada County and also for transporting corpses from the Ada Coroner’s facilities once the Ada Coroner’s work has been completed.

D. Bonneville County will fully cooperate with Ada County in the carrying out of the duties imposed on Ada County under the terms of this Agreement.

E. Bonneville County shall notify Ada 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.

F. Bonneville Coroner shall notify the deceased individual’s family of any retention of organs or other tissue, make the appropriate decision on handling of organs or other tissue, and complete and have signed the form attached hereto as Exhibit “B.”
G. Bonneville County shall be responsible for all petitions required under Idaho Code § 19-4301C.

H. The identification of bodies are the sole responsibility of Bonneville County Coroner and if any charges are incurred by Ada County for such identification they will be reimbursed by Bonneville County.

I. Ada County will not accept a corpse without proper identification tags. Bonneville County shall be responsible for ensuring that identification tags are provided. If an identification tag is not provided, the person transporting the body will act as representative for Bonneville County and will identify the corpse that he is releasing to the Ada County Coroner’s office.

III. TERM AND TERMINATION

The term of this Agreement shall run from October 1, 2016 through September 30, 2017. Either party may terminate this agreement at any time and for any reason upon sixty (60) days written notice. Said notice must be mailed to the Board of County Commissioners with postage prepaid.

IV. INDEPENDENT CONTRACTOR

The parties agree that Ada County is an independent contractor of Bonneville County and its employees or agents are not employees or agents of Bonneville 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 Bonneville County.

V. PAYMENTS

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

A. For each autopsy performed, Bonneville County shall pay One Thousand Eight Hundred and Fifty Dollars ($1,850), plus toxicology at Ada County’s cost and X-rays according to Ada County’s set fee schedule. For each limited autopsy performed, Bonneville County shall pay One Thousand Three Hundred Dollars ($1,300) plus toxicology at Ada County’s cost and X-rays according to Ada County’s set fee schedule. For each inspection performed, Bonneville County shall pay One Thousand Dollars ($1,000) plus toxicology at Ada County’s cost and X-rays according to Ada County’s set fee schedule. In addition to these fees, there is an additional cost of One Hundred and Fifty Dollars ($150) for each body that comes into the Ada County Coroner’s facility. For any body left at the Ada County Coroner’s facility for more than twenty-four (24) hours after Ada Coroner’s completion of the work, Bonneville County shall pay a
storage fee of Sixty-Five Dollars ($65) per day. If Bonneville County requests that the Ada County Coroner release a body directly to a mortuary, Bonneville County shall pay a Fifty Dollar ($50) handling fee for such work.

B. Ada Coroner’s cost for one of its pathologists testifying in court beyond a first appearance will be at the rate of Five Hundred Dollars ($500) for the first four (4) hours or any portion thereof and Two Hundred and Fifty Dollars ($250) for each additional hour measured from the time the Ada Coroner’s pathologist leaves Boise and returns to Boise after testifying. The daily maximum cost for the pathologist will not exceed One Thousand Dollars ($1,000). For any overnight stay required for a court appearance, Bonneville County shall be responsible for providing a hotel room.

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

VI.
INDEMNITY

A. In the event Bonneville County is alleged to be liable in any manner as a result of acts, omissions, or negligence, or all three (3), of Ada County, its elected officials, employees, officers or agents, Ada County shall indemnify, defend and hold Bonneville County, its elected officials, employees, officers and agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of Ada County. In the event Bonneville County, its elected officials, employees, officers or agents are alleged to be liable on account of alleged acts, omissions, or negligence, or all three (3), of Ada County, its elected officials, employees, officers or agents, Ada County shall defend such allegations through counsel chosen by Bonneville County and Ada County shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

B. In the event Ada County is alleged to be liable in any manner, as a result of acts, omissions, or negligence, or all three (3), of Bonneville County, its elected officials, employees, officers or agents, Bonneville County shall indemnify, defend and hold Ada County, its elected officials, employees, officers or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of Bonneville County. In the event Ada County, its elected officials, employees, officers or agents are alleged to be liable on account of alleged acts, omissions, or negligence, or all three (3), of Bonneville County, its elected officials, employees, officers or agents, Bonneville County shall defend such allegations through counsel chosen by Ada County and Bonneville County shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

VII.
PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION

AGREEMENT FOR PATHOLOGY SERVICES BETWEEN BONNEVILLE COUNTY AND ADA COUNTY – PAGE 4
Upon completion of its final report, the Ada County Coroner’s Office will provide all original documents and a compact disc containing any and all photographs taken to the Bonneville County Coroner. The Ada County Coroner will only retain electronic copy of these records.

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 Bonneville County Coroner for inspection and copying upon written request of Bonneville County Coroner. All law enforcement, press or other inquiries to the Ada County Coroner for information or records related to a Bonneville County case will be referred to Bonneville County.

All requests for documents, including requests under the Idaho Public Records Act, to Ada County Coroner on a Bonneville County case will be referred to Bonneville County Coroner. Ada County will make all records related to the services performed under this Agreement available to Bonneville 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 Bonneville County Coroner within twenty-four (24) hours after receipt by Ada County Coroner. Bonneville 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. Bonneville County shall indemnify, defend, and hold harmless Ada County for its actions in response to a public records request.

VIII.
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. Both parties agree to provide insurance or be self-insured as required by applicable Idaho law.

IX.
NO THIRD PARTY BENEFICIARIES

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

X.
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.
XI.
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.

Board of Ada County Commissioners

By: ___________________________________________________
    Jim Tibbs, Commissioner

By: ___________________________________________________
    Rick Yzaguirre, Commissioner

By: ___________________________________________________
    David L. Case, Commissioner

ATTEST:

_______________________________________________________
Christopher D. Rich, Ada County Clerk
POST-MORTEM EXAMINATION REQUEST

DECEDEDENT'S NAME: ________________________________ DOB _______________________

AGE: ___________ CORONER'S NAME: ________________________________

COUNTY: ________________________________ DATE: _______________ , 20 _____

PLEASE INITIAL WHAT SERVICE IS REQUESTED:

( INITIAL) In accordance with Idaho Code § 19-4301B, formal request is hereby made for an autopsy, including removal and retention of such organs and tissues as such physicians and surgeons in attendance at the Ada County Coroner's Office in Boise, Idaho.

( INITIAL) Only an external inspection of the body is requested.

The undersigned represents that he/she is either the elected Coroner or Prosecuting Attorney or a deputy of the Coroner or Prosecuting Attorney and is legally entitled to give written authorization for a post-mortem autopsy or inspection of the deceased named herein.

Signature ________________________________ Title ________________________________

Toxicology: Drug Screen Yes ____ No ____
Blood Alcohol Yes ____ No ____
Other ________________________________

AGREEMENT FOR PATHOLOGY SERVICES – EXHIBIT A
Ada County Coroner’s Office
Policy Statement and Request to Release Body and Organs

The Ada County Coroner’s Office will release the body to the next of kin or person authorized by law to receive the remains. Further, the Ada County Coroner’s Office has the authority under Idaho Code Title 19, Chapter 43 to investigate deaths and perform autopsies. An autopsy is a scientific inquiry by a medical professional that involves an external examination of the body and a surgical dissection so that internal tissues and organs can be removed, examined, and subjected to scientific testing. In most cases, remains of organs are returned prior to the release of body for burial. Bodily fluids and tissue samples kept for microscopic examination and/or testing are not returned. On rare occasions, the Ada County Coroner’s Office must retain one or more whole organs (usually the brain or the heart) for extended periods of time to complete examination and testing. Because these tests can take several weeks to complete, the body is often released for the purposes of burial or cremation prior to the return of the organs. In this case, the Ada County Coroner’s Office anticipates needing to keep the following material for further study:

Check All That Apply: _____ Not Applicable, _____ Heart, _____ Brain, _____ Other (specify)

I hereby instruct the Ada County Coroner to do the following with the above-listed material that it has kept for further study:

Check Only One:

_________ Dispose of According to Ada County Coroner’s Office Policy.

_________ Release to Funeral Home or Other Organization Named Below.

This material may be kept for evidence in determining the cause and manner of death for any related criminal case. In addition, upon a written request from an attorney, the Ada County Coroner’s office may keep this material for evidence in a related civil case. Upon completion of the autopsy and any related criminal and/or civil case, the next of kin will be permitted to obtain this material from the Ada County Coroner’s Office within one (1) year or it will be disposed of in accordance with policy set by the Ada County Coroner.
Request to Release Body and Organs

I hereby request that the Ada County Coroner’s Office release the body of the above-named deceased to: _________________ (funeral home or other organization). Further, I understand that I may obtain the above-listed material kept for further study from the Ada County Coroner’s Office. I understand that I must obtain this material from the Ada County Coroner’s Office within one (1) year or it will be disposed of in accordance with policy set by the Ada County Coroner.

I hereby certify that I am the next of kin to the person named above, or other person authorized by law to receive the remains, and I have full authority to act on his/her behalf. I have read and understood the above information and hereby request the Ada County Coroner’s Office to follow the instructions contained herein.

Printed Name: ___________________________ Date: ___________________________
Signature: ___________________________ Relationship to the Deceased: _________________
Witness: ___________________________