

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES
BETWEEN _____ COUNTY AND BANNOCK COUNTY

THIS AGREEMENT FOR FORENSIC PATHOLOGY SERVICES BETWEEN _____ COUNTY AND BANNOCK COUNTY is made and entered into by Bannock County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho and _____ COUNTY, a duly formed and existing county pursuant to the law and Constitution of the State of Idaho (hereafter "COUNTY").

WITNESSETH

WHEREAS, COUNTY needs pathology services and desires to contract with the BANNOCK COUNTY for such services;

WHEREAS, the BANNOCK COUNTY has pathologists on staff who are qualified to provide pathology services to COUNTY.

WHEREAS, this Agreement is being entered into pursuant to statutory authority provided by Idaho Code 31-801, 31-828, 19-4301 and 19-4031B.

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. BANNOCK COUNTY's DUTIES AND OBLIGATIONS

- A. Under this agreement BANNOCK COUNTY is only providing pathology services to the COUNTY CORONER and all duties and responsibilities of the COUNTY CORONER remain with the COUNTY CORONER. BANNOCK COUNTY is not obligated to fulfill any duty or responsibility of COUNTY or the COUNTY CORONER.

- B. BANNOCK COUNTY shall, upon written request to BANNOCK COUNTY from either the COUNTY CORONER or the COUNTY PROSECUTING ATTORNEY, perform autopsies, inspections, and related services, including, but not limited to, X-Ray's and toxicology reports and testimony in court, as are needed because of the obligations imposed under Idaho law upon COUNTY CORONER and/or the COUNTY PROSECUTING ATTORNEY. This written request must be attached hereto as Exhibit "A" or in another form if agreed upon by both the COUNTY CORONER and the BANNOCK COUNTY.

- C. **BANNOCK COUNTY's** contracted Forensic Pathologists are professionally qualified to perform autopsies and inspections as ordered by the **COUNTY'S CORONER** or **COUNTY PROSECUTING ATTORNEY** and are licensed to practice by all public entities having jurisdiction over the **BANNOCK COUNTY's** contracted Forensic Pathologists.
- D. **BANNOCK COUNTY's** contracted Forensic Pathologists shall maintain all necessary licensure, permits, and/or other authorizations necessary to perform the services required under this Agreement.
- E. The **BANNOCK COUNTY** Operations Manager shall communicate with the **COUNTY CORONER** and/or **COUNTY PROSECUTOR** regarding the Forensic Pathologists findings and create a final written report.
- F. **BANNOCK COUNTY's** contracted Pathologist will give his/her professional opinion to the **COUNTY CORONER** on the cause of death, pursuant to Idaho Code 19-4301B.
- G. If **BANNOCK COUNTY's** contracted Pathologist determines that in order to fulfill the services requested by the **COUNTY CORONER**, further examination and testing is required for certain body parts, such body parts shall remain with the **BANNOCK COUNTY** until no longer needed for evidentiary purposes. Tissue and fluids may be collected and retained for further testing at the discretion of the pathologist.
- H. **BANNOCK COUNTY's** contracted Pathologist shall destroy samples and specimens in accordance with the retention scheduled promulgated by the College of American Pathologists unless requested to do otherwise in writing from the **COUNTY CORONER** or the **COUNTY PROSECUTOR** before destroying a specimen in accordance with its retention schedule, the **BANNOCK COUNTY** shall provide the **COUNTY CORONER** and the **COUNTY PROSECUTOR** Attorney written notice of intent to destroy the specimen, and wait for fourteen (14) days for any response before commencing with destruction of samples and specimens.

II. **COUNTY'S DUTIES AND OBLIGATIONS**

- A. No pathology services contemplated hereunder shall be provided by **BANNOCK COUNTY** unless and until this Agreement is executed by the **COUNTY'S** Board of County Commissioners and the **COUNTY CORONER** and delivered to **BANNOCK COUNTY**.
- B. The **COUNTY CORONER** and **COUNTY PROSECUTOR**, shall have sole discretion in what services are requested under this contract, including: whether to request an autopsy or inspection and which service meets its needs, the **COUNTY** and not **BANNOCK**

COUNTY shall have sole jurisdiction at crime scenes. **BANNOCK COUNTY** will only perform services under this agreement after a specific written request has been made for such services. **BANNOCK COUNTY** is not responsible for suggesting what services are reasonable, appropriate, or needed under the circumstances of the case.

- C. The **COUNTY CORONER** is responsible for transporting or arranging transportation of decedents to the morgue at Portneuf Medical Center (a.k.a. "facility") (777 Hospital Way, Pocatello, Idaho) located within Bannock County. The **COUNTY** is also responsible for transporting or arranging transportation after the completion of the autopsy.
- D. The **COUNTY CORONER** is responsible for completing the death certificates pertaining to the decedents transported for autopsy.
- E. The **COUNTY** and the **COUNTY CORONER** will fully cooperate with **BANNOCK COUNTY** in the conducting of the duties imposed on **BANNOCK COUNTY** under the terms of this Agreement, including but not limited to, uploading information regarding a new case in the software platform designated by **BANNOCK COUNTY**.
- F. The **COUNTY CORONER** shall also be responsible for acquiring and providing additional documentation as needed. Cases will be placed on a "Hold" by **BANNOCK COUNTY** Operations Manager if the following documentation is not available prior to autopsy/partial/inspection.
 - 1. Non- Homicide Cases
 - a. Narrative-complete
 - b. Scene photographs
 - 2. Homicide Cases
 - a. Narrative-complete
 - b. Scene Photographs
 - c. Preliminary Law Enforcement Report
 - 3. Requirements for report completion
 - a. Narrative-complete
 - b. Scene Photos
 - c. Law Enforcement Report
 - d. Medical records/State Board of Pharmacy Records
 - e. Any additional documentation the Forensic Pathologist requires for completion of the case.

Required documentation shall be provided by either uploading it directly into the designated software platform prior to the autopsy/partial/inspection or may be brought to the Operations Manager in the form of media that can be immediately uploaded upon arrival to **BANNOCK COUNTY**.

- G. **COUNTY** shall notify **BANNOCK COUNTY** Operations Manager as soon as practicable that a new case will be arriving so that **BANNOCK COUNTY** may coordinate the case into its schedule.
- H. The **COUNTY CORONER** shall notify the family of the deceased of any retention of organs or other tissue, make the appropriate decision on the handling of organs or other tissues, complete and have the signed form attached hereto as Exhibit "B".
- I. **COUNTY PROSECUTOR** shall be responsible for all petitions required under Idaho Code 19-4301C.
- J. The identification of bodies is the sole responsibility of the **COUNTY CORONER**. However, identification services may be obtained through **BANNOCK COUNTY**. All expenses incurred for identification incurred will be reimbursed by **COUNTY** to **BANNOCK COUNTY**.
- K. **BANNOCK COUNTY** will not accept any deceased person(s) without proper identification tags unless identification services are obtained. **COUNTY** shall be responsible for ensuring identification. If a tag is not provided, the person transporting the body will function as representative for the **COUNTY** and will identify the deceased being released to **BANNOCK COUNTY**.
- L. The **COUNTY CORONER** shall notify **BANNOCK COUNTY** if the **COUNTY CORONER** contracts to receive pathology services from another county or elsewhere. Said notice shall be provided within fifteen (15) days of contracting with such services.

III. TERMS AND TERMINATION

The term of this Agreement shall run from **November 1, 2024** through **November 30, 2024**.

IV. INDEPENDENT CONTRACTOR

The parties agree that **BANNOCK COUNTY** is an independent contractor of the **COUNTY** and its employees or agents are not employees or agents of the **COUNTY**. The parties further agree that neither **BANNOCK COUNTY** nor its employees, or agents, are entitled to Workers Compensation or any benefits of employment of the **COUNTY**. **BANNOCK COUNTY** shall not, without the **COUNTY'S** consent, settle any claim contemplated under this agreement which would admit fault on the part of the **COUNTY**.

V. PAYMENTS

For its assumption and performance of duties, obligations and responsibilities set forth herein, **BANNOCK COUNTY** shall be paid as follows:

- A. For each autopsy performed, the **COUNTY** agrees to and shall pay \$2,500.00 plus toxicology at **BANNOCK COUNTY**'s cost, and X-Rays according to **BANNOCK COUNTY** set fee schedule.
- B. For each limited autopsy performed the **COUNTY** shall pay \$1,668.00 plus toxicology at **BANNOCK COUNTY**'s cost and X-ray's according to **BANNOCK COUNTY**'s set fee schedule.
- C. For each inspection performed, the **COUNTY** shall pay \$1,323.00 plus toxicology at **BANNOCK COUNTY**'s cost and X-ray's according to **BANNOCK COUNTY**'s set fee schedule.
- D. In addition to these fees, the **COUNTY** shall pay any additional costs incurred. For any deceased left at **BANNOCK COUNTY** for more than twenty-four (24) hours after completion of the work, the **COUNTY** shall pay a storage fee of sixty-five USD (\$65.00) per day. If the **COUNTY** requests that **facility** releases a body directly to a mortuary, the **COUNTY** shall pay a fifty USD (\$50.00) handling fee. Any additional testing needed and ordered will be reimbursed at full cost to the **BANNOCK COUNTY**.
- E. **BANNOCK COUNTY** shall bill monthly for the costs stated above and the **COUNTY** shall pay within thirty (30) days of receipt of such an invoice.

VI. COURT COSTS

- A. **BANNOCK COUNTY**'s cost for the Forensic Pathologist testifying in court beyond a first appearance will be at the rate of five hundred USD (\$500.00) for the first four (4) hours or any portion thereof and two hundred and fifty USD (\$250.00) for each additional hour. Time will be measured from the time the Forensic Pathologist leaves Bannock County and returns to Bannock County after testifying.
- B. The cost for testimony of a Forensic Technician testifying in court will be One Hundred Forty USD (\$140) plus thirty-five USD (\$35.00) per hour for each additional hour after the first four (4) hours measured from the time the Forensic Technician leaves Bannock County to the time that the Forensic Technician returns to Bannock County.

- C. The **COUNTY** shall reimburse the reasonable costs of travel, including mileage and meals, incurred by the Forensic Pathologist or Forensic Technician in order to testify. For any overnight stay required for court appearance, the **COUNTY** shall be responsible for reasonable accommodation and lodging.

VII. PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION

- A. Upon completion of its final report, **BANNOCK COUNTY** will provide any and all original documentation in its possession to the **COUNTY CORONER**.
- B. All records relating to the service performed under this agreement by **BANNOCK COUNTY** which exist and are in the possession of **BANNOCK COUNTY**, shall be made available to the **COUNTY CORONER** for inspection and copying upon written request from the **COUNTY CORONER**. All law enforcement, family, press, or other inquiries for information, or records related to a **COUNTY** case, shall be the sole responsibility of the **COUNTY** and the **COUNTY CORONER**. Any such inquiries made to **BANNOCK COUNTY** for information or records related to a **COUNTY** case will be referred to the **COUNTY**.
- C. All requests for documentation, including requests under the Idaho Public Records Act, to **BANNOCK COUNTY** regarding a **COUNTY** case will be referred to the **COUNTY CORONER**. **BANNOCK COUNTY** will make all records related to the services performed under this agreement available to the **COUNTY CORONER** or the **COUNTY PROSECUTING ATTORNEY** within one business day after receiving the request by **COUNTY CORONER** or the **COUNTY PROSECUTING ATTORNEY**. The **BANNOCK 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 **COUNTY** with a copy of such a reply.

(signatures on following page)

Dated this _____ day of _____, 20____.

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Chair

Jeff Hough, Commissioner

John Crowder, Commissioner

ATTEST:

Jason Dixon, Clerk

Dated this _____ day of _____, 20____.

COUNTY COMMISSIONERS

Commissioner

Commissioner

Commissioner

ATTEST:

Clerk

BANNOCK COUNTY CORONER:

County Coroner

Date