

SPECIALIZED FORENSIC SERVICES AGREEMENT

This Specialized Forensic Services Agreement is made and entered into as of this ____th day of _____, 2021, by and between the COUNTY OF SACRAMENTO (herein referred to as SACRAMENTO) and the COUNTY OF SONOMA, (herein referred to as SONOMA COUNTY), of which both parties are political subdivisions of the State of California,

RECITALS

WHEREAS, the SACRAMENTO County Coroner's Office has been authorized to negotiate agreements for Specialized Forensic Services with surrounding Counties and local Health Care facilities to reduce operational costs; and

WHEREAS, SONOMA COUNTY has determined that it is necessary to obtain a contractor to provide Specialized Forensic Autopsy Services (Autopsy, Support and Morgue Services) for "Rule out Homicide", "Homicide" and "Sudden Infant Death Syndrome" cases on an "as requested" basis for the SONOMA 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 SONOMA COUNTY agree as follows:

I. SCOPE OF SERVICES

SACRAMENTO agrees to furnish personnel and equipment necessary to provide autopsy, support and morgue service for "Rule out Homicide", "Homicide", and "Sudden Infant Death Syndrome" cases on an "as requested" basis for the SONOMA 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 SONOMA COUNTY 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, 2021, upon being fully executed by both parties hereto, and shall expire on June 30, 2024.

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

SONOMA COUNTY:

Sonoma County Coroner
Attn: Sheriff's Administration
2796 Ventura Avenue
Santa Rosa, CA 95403

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 SONOMA COUNTY 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 SONOMA COUNTY County, California.

VI. STATUS OF CONTRACTOR

It is understood and agreed that SACRAMENTO and SONOMA COUNTY, 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 SONOMA COUNTY 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 SONOMA COUNTY 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 SONOMA COUNTY, 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.

SONOMA COUNTY 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 SONOMA COUNTY'S officers, directors, agents, employees, subcontractors or volunteers..

It is the intention of SONOMA COUNTY 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 SONOMA COUNTY 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 SONOMA COUNTY 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, or Exhibit b as modified by SACRAMENTO in accordance with express provisions in this Agreement.
- B. SACRAMENTO shall submit an invoice to SONOMA COUNTY on a quarterly basis, upon verification of services provided. Invoices shall be submitted to SONOMA COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and SONOMA COUNTY shall pay SACRAMENTO within thirty (30) days after receipt of an appropriate and correct invoice.
- C. SONOMA COUNTY 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.

XIII. SUBCONTRACTS, ASSIGNMENT

SACRAMENTO shall obtain prior written approval from SONOMA COUNTY 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 SONOMA COUNTY for the performance of any subcontractor whether approved by SONOMA COUNTY 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 SONOMA COUNTY unless agreed in writing by the SACRAMENTO COUNTY CORONER and SONOMA COUNTY SHERIFF-CORONER and counsel for both parties.

XVI. SUCCESSORS

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

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 SONOMA COUNTY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SACRAMENTO and SONOMA COUNTY 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.

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

**COUNTY OF SONOMA

political subdivision of the

of California**

By _____
Chair, Board of Supervisors
SACRAMENTO County

By _____
Chair, Board of Supervisors
SONOMA County

ATTEST:

By _____
Clerk of the Board of Supervisors
Supervisors
SACRAMENTO County

By _____
Clerk of the Board of

SONOMA County

REVIEWED AND APPROVED BY SACRAMENTO AND SONOMA COUNTY COUNSEL

By _____
Deputy County Counsel
SACRAMENTO County

By Petra Bruggisser, 3/2/21
Deputy County Counsel
SONOMA County

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

SCOPE OF SERVICES

1. SACRAMENTO shall provide autopsy support and morgue services for "Rule Out Homicide", "Homicide", and "Sudden Infant Death Syndrome" cases for SONOMA COUNTY.
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 twenty-four (24) hours per day, 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 SONOMA COUNTY 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 with the SONOMA COUNTY Sheriff/Coroner. These cases will be billed at the rates specified in Exhibit B of this agreement.
6. SACRAMENTO shall provide a determination as to the cause of death in all cases referred by SONOMA COUNTY for autopsy or consultation. Determinations may include the conduct of autopsies, gross and microscopic examination of tissues, and preparation of written reports. These cases will be billed at the rates specified in Exhibit B of this agreement.
7. SACRAMENTO shall provide a pathologist at death scenes where necessary and approved by SONOMA COUNTY.
8. 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 SONOMA COUNTY within thirty (30) days following the receipt of toxicology reports by SACRAMENTO.

9. 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, in facilities provided by SACRAMENTO, 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 County Coroner and the SONOMA COUNTY Sheriff/Coroner.

- 10. 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.
- 11. SACRAMENTO shall make available staff involved with a SONOMA COUNTY case to testify in court or similar proceedings.
- 12. SACRAMENTO shall obtain prior authorization from SONOMA COUNTY and provide the following specialized services to SONOMA COUNTY:
 - a. Histology
 - b. Forensic Odontology
 - c. Entomology
 - d. Clinical Chemistry
 - e. Forensic Radiology
 - f. Forensic Toxicology

SONOMA COUNTY 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.

13. If SONOMA COUNTY determines to utilize specialized services other than those used by SACRAMENTO, subject specimens will be collected by SONOMA COUNTY or its designated agents.
14. SONOMA COUNTY agrees to provide transportation of decedent to SACRAMENTO's facility along with relevant medical records and investigative reports.
15. SONOMA COUNTY agrees to remove remains from control of SACRAMENTO within five (5) days of autopsy or alternatively reimburse SACRAMENTO thirty-five dollars (\$35.00) per day following the fifth day after autopsy.
16. SONOMA COUNTY 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 SONOMA COUNTY personnel those persons other than SACRAMENTO personnel shall not be present at any postmortem examination. SONOMA COUNTY peace officers will be allowed access to autopsies.

PROTOCOL FOR AUTOPSY REQUEST

1. An "Out of County Autopsy Request" form must be completed by SONOMA COUNTY and transmitted either electronically or by fax to SACRAMENTO prior to transport of the body to the SACRAMENTO Morgue.
2. SONOMA COUNTY 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 Supervising Deputy Coroner or Coroner of SACRAMENTO County.
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. Sheriff's 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 SONOMA COUNTY following completion of the autopsy. SONOMA COUNTY is financially responsible for all toxicology testing, for ensuring that toxicology samples are delivered to the laboratory selected by SONOMA COUNTY, and for sending a copy of the toxicology report to SACRAMENTO so the findings can be incorporated into the final autopsy report.
6. SONOMA COUNTY 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 given to SONOMA COUNTY on compact disc.

7. The body will be released to the requesting agency 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. SONOMA COUNTY will be responsible for all news media and family inquiries.

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "SACRAMENTO", and the
COUNTY OF SONOMA, hereinafter referred to as "SONOMA COUNTY"**

COMPENSATION, BILLING AND PAYMENT OF INVOICES

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

Service Description	No Support	1 Support	2 Support
Full Autopsy by Request	\$3,120.00	\$3,387.00	\$3,654.00
Partial Autopsy	\$2,223.00	\$2,445.00	\$2,668.00
Head Only Autopsy	\$2,223.00	\$2,445.00	\$2,668.00
SIDS Protocol Autopsy	\$3,978.00	\$4,120.00	\$4,260.00
External Examination	\$1,365.00	\$1,454.00	\$1,543.00
Admin External Examination (Sutter Form)	\$365.00	N/A	N/A
Medical Record Reviews	\$638.00	N/A	N/A
Neuropathology Examinations	\$2,340.00	N/A	N/A
Donor Consultations	\$15.00	N/A	N/A
Forensic Identification Services (Livescan)	\$75.00	N/A	N/A
Forensic Anthropology	\$150.00	N/A	N/A
Forensic Odontology	\$250.00	N/A	N/A
Death Scene Response, Court Depositions & Testimony			
Chief Forensic Pathologist	\$365.00	N/A	N/A
Forensic Pathologist	\$315.00	N/A	N/A

2. SONOMA COUNTY will compensate SACRAMENTO for the cost of additional services as stated in Exhibit A, paragraph 12. SACRAMENTO shall provide detail of these costs and they shall be included on the Invoice for the case.

3. Roundtrip Mileage reimbursement for SACRAMENTO's staff to appear at Death Scenes, Superior Court or Depositions, shall be at the rate of \$0.56 per mile, calculated from the SACRAMENTO COUNTY CORONER Facility to the requested location.
4. The total amount of this AGREEMENT shall not exceed \$400,000.00.