

**AGREEMENT FOR PATHOLOGY SERVICES
BETWEEN GEM COUNTY AND CANYON COUNTY**

This agreement for pathology services is made and entered into by Canyon County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, and Gem County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho. Gem County needs pathology services and desires to contract with Canyon County for such services. Canyon County has pathologists on staff who are qualified to provide pathology services to Gem County. This agreement is being entered into pursuant to the statutory authority provided by Idaho Code §§ 31-801, 31-828, 19-4301 and 19-4301B.

The parties agree as follows:

1. **Canyon County duties.** Canyon County's duties under this agreement are as follows:
 - a) *General.* Under this agreement, the Canyon County Coroner is only providing pathology services to the Gem County Coroner and all duties and responsibilities of the Gem County Coroner remain with the Gem County Coroner. Canyon County is not obligated to fulfill any duty or responsibility of Gem County or the Gem County Coroner.
 - b) *Services.* Upon written request to the Canyon County Coroner from either the Gem County Coroner or the Gem County Prosecuting Attorney, the Canyon County Coroner shall perform autopsies, corpse inspections and related services, including, but not limited to, testimony in court, as are needed. This written request must be on the form attached hereto as Exhibit "A" or in other form if agreed upon by both the Gem County Coroner and the Canyon County Coroner.
 - c) *Qualifications and licenses.* The Canyon County Coroner represents that Canyon County's pathologists are professionally qualified to perform autopsies and corpse inspections as ordered by the Gem County's Prosecuting Attorney or the Gem County Coroner, and are licensed to practice by all public entities having jurisdiction over the Canyon County Coroner's pathologists. Canyon County pathologists shall maintain all necessary licenses, permits, or other authorizations necessary to perform the services required under this agreement.
 - d) *Report.* The Canyon County Coroner shall communicate with the Gem County Coroner and/or the Gem County Prosecuting Attorney regarding the pathologist's findings and create a final written report.
 - e) *Opinion.* The Canyon County pathologist shall give his or her professional opinion to the Gem County Coroner on the cause of death, pursuant to Idaho Code §19-4301B.
 - f) *Further examination.* If the Canyon County pathologist determines that further examination and testing is required for certain body parts in order to fulfill the

services requested by the Gem County Coroner, such body parts shall remain with the Canyon County Coroner until no longer needed for evidentiary purposes.

- g) *Specimen retention and destruction.* The Canyon County Coroner shall destroy samples and specimens in accordance with the College of American Pathologists (CAP) Retention of Laboratory Records and Materials retention schedule unless requested to do otherwise in writing from the Gem County Coroner or the Gem County Prosecuting Attorney. Before destroying a specimen in accordance with its retention schedule, the Canyon County Coroner shall provide the Gem County Coroner and the Gem County Prosecuting Attorney written notice of intent to destroy the specimen and wait for 14 days for any response before commencing with destruction.

2. Gem County duties. Gem County's duties under this agreement are as follows:

- a) *Investigation authority.* The Gem County Coroner and the Gem 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. Gem County, not Canyon County, shall have sole jurisdiction at crime scenes. Gem County will have the sole discretion to direct that corpses be X-rayed or that body tissues or fluids be obtained for toxicology studies. The Canyon County Coroner will only perform services under this agreement after a specific written request has been made for such services. The Canyon County Coroner is not responsible for suggesting what services are reasonable, appropriate, or needed under the circumstances of the case.
- b) *Toxicology.* The Canyon County Coroner will draw blood samples and obtain samples using the specimen kit specified and provided by the Gem County Coroner. The Gem County Coroner will submit samples for toxicology analysis to laboratories of its own choosing, and will forward the results to the Canyon County pathologist.
- c) *Administrative duties.* The Gem County Coroner, not Canyon County nor the Canyon County Coroner, is responsible for filling out death certificates and determining the manner of death.
- d) *Corpse transportation.* The Gem County Coroner is responsible for transporting corpses from Gem County to the Canyon County Coroner's autopsy facilities in Canyon County and also for transporting corpses from the Canyon County Coroner's facilities once the Canyon County Coroner's work has been completed.
- e) *Notification to Canyon County.* Gem County shall notify the Canyon County Coroner as soon as practicable that a new case will be arriving so that the Canyon County Coroner's Office may coordinate the case into its schedule.

- f) *Organ and tissue retention decisions.* The Gem County Coroner shall notify the deceased individual's family of any retention of organs or other tissue, and make the appropriate decision on handling of organs or other tissue.
- g) *Petitions.* The Gem County Coroner shall be responsible for all petitions required under Idaho Code § 19-4301C.
- h) *Body identification.* The identification of bodies is the sole responsibility of the Gem County Coroner, and if any charges are incurred by Canyon County for such identification, Gem County shall reimburse such charges.
- i) *Identification tags.* Gem County shall be responsible for ensuring that identification tags are provided. Canyon County will not accept a corpse without proper identification tags. If an identification tag is not provided, the person transporting the body will act as representative for Gem County and will identify the corpse that he is releasing to the Canyon County Coroner's Office.
- j) *Full cooperation.* Gem County will fully cooperate with Canyon County in carrying out of the duties imposed on Canyon County under the terms of this agreement.

3. **Term.** The term of this agreement shall run from the date of the last authorized signature on this agreement through September 30, 2024, and automatically renew for subsequent one (1) year terms beginning on October 1, 2024, unless terminated as otherwise provided herein and subject to the limitations of Section 5, below. Either party may terminate this agreement at any time and for any reason upon sixty (60) days written notice, or by mutual written agreement. Said notice must be mailed to the Boards of County Commissioners with postage prepaid.

4. **Compensation.**

- a) For its assumption and performance of the duties, obligations, and responsibilities set forth herein, Canyon County shall be paid as follows:
 - i. For each autopsy performed, Gem County shall pay \$1,850, plus toxicology at Canyon County's cost;
 - ii. For each x-ray when needed, Gem County shall pay \$175.00.
 - iii. For each limited autopsy performed, Gem County shall pay \$1,300.
 - iv. For each external forensic inspection, Gem County shall pay \$1,000.
- b) Gem County shall create a billing account with the medical providers regularly used by Canyon County for additional forensic services. If a particular autopsy or limited autopsy requires the use of these services, Gem County agrees that the medical provider will bill Gem County directly.
- c) If Canyon County initially bears the cost of any additional services performed by third-parties, Gem County shall reimburse Canyon County in full.

- d) Canyon County will bill monthly for the costs stated above and Gem County shall pay within thirty (30) days of receipt of such invoice.
- e) Canyon County shall advise Gem County of any fee increases by June 30 of the fiscal year preceding the fiscal year in which the fee increases are to go into effect.

5. Non-appropriations. In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, either party may cancel this agreement for any fiscal year when the necessary funds for fulfillment of this contract are not budgeted for, and appropriated by, the party. Each party may, solely at its option, at the end of any fiscal year of the party, cancel this contract, without penalty, if the party determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted for. The parties' fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

6. Records.

- a) *Provision of records.* All records relating to the service performed under this agreement by Canyon County which are in the possession of Canyon County shall be made available to the Gem County Coroner for inspection and copying upon written request. Upon completion of its final report, the Canyon County Coroner's Office will provide all original documents and any and all photographs and recordings in a digital format to the Gem County Coroner.
- b) *Requests for information.* For purposes of Idaho Code 74-101(3), the Gem County Coroner is the custodian of all information regarding its cases. As to any requests received by the Canyon County Coroner for information or records related to a Gem County case, Canyon County will refer all law enforcement, press, or other inquiries to the Gem County Coroner. All requests for information on pending cases, including requests under the Idaho Public Records Act, to the Canyon County Coroner on a pending Gem County case will be referred to the Gem County Coroner as the official custodian of the records so that it may produce information and respond as it sees fit. Canyon County will not provide information on such pending cases unless otherwise required by law, subpoena, or court order. Canyon County will send all public records requests regarding Gem County cases to the Gem County Coroner within twenty-four (24) hours of receipt. The Gem 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 the Canyon County Coroner a copy of such reply. Gem County shall indemnify, defend, and hold harmless Canyon County for Gem County's actions in response to a public records request.

7. Indemnification.

- a) *Gem County's duties.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event Canyon County is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of Gem County, its elected officials, employees, officers, volunteers, interns, externs, or agents, Gem County shall indemnify, defend and hold Canyon County, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of Gem County. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of Canyon County and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, Gem County and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.
- b) *Canyon County's duties.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event Gem County is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of Canyon County, its elected officials, employees, officers, volunteers, interns, externs, or agents, Canyon County shall indemnify, defend and hold Gem County, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of Canyon County. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of Gem County and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, Canyon County and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.

8. Canyon County Insurance.

- a) Without limiting the parties' right to indemnification, Canyon County agrees to secure prior to commencing any activities under this agreement, and maintain during the term of agreement, insurance coverage as follows:
 - i. Worker's compensation insurance as required by Idaho statutes.
 - ii. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, personal injury liability, and independent contractor's liability (if applicable), in an amount of not less than \$500,000 per occurrence, combined single limit, written on an occurrence form.
 - iii. Professional liability insurance coverage, including contractual liability, in an amount not less than \$1,000,000, and the Canyon County Coroner shall maintain such coverage for at least two years from the termination of this agreement. During this two-year period, the Canyon County shall use its best

efforts to ensure that there is no change of the retroactive date on this insurance coverage.

- b) Canyon County shall provide proof of liability coverage, or proof that such worker's compensation insurance is not required under the circumstances, as set forth above to Gem County prior to acting under this agreement as herein provided.

9. Gem County Insurance.

- a) Without limiting the parties' right to indemnification, Gem County agrees to secure prior to commencing any activities under this agreement, and maintain during the term of agreement, insurance coverage as follows:
 - i. Worker's compensation insurance as required by Idaho statutes.
 - ii. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, and independent contractor's liability (if applicable), in an amount of not less than \$500,000 per occurrence, combined single limit, written on an occurrence form.
- b) Gem County shall provide proof of liability coverage, or proof that such worker's compensation insurance is not required under the circumstances, as set forth above to each other prior to acting under this agreement as herein provided.

10. Independent contractor. The parties agree that Canyon County is an independent contractor of Gem County and its employees or agents are not employees or agents of Gem County. The parties further agree that neither Canyon County nor its employees or agents are entitled to Workers Compensation or any benefit of employment with Gem County. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by Gem County on behalf of Canyon County or its employees.

11. Right of control. Gem County agrees that it will have no right to control or direct the details, manner, or means by which Canyon County accomplishes the results of the services performed hereunder. Canyon County has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this agreement.

12. 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 Third Judicial District in Caldwell, Idaho. Both parties agree to provide insurance or be self-insured as required by applicable Idaho law.

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

14. Assignment. This agreement shall not be transferred or assigned by either party without the written consent of the other party.

15. Non-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.

16. Merger. 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.




[end of text]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as dated below.

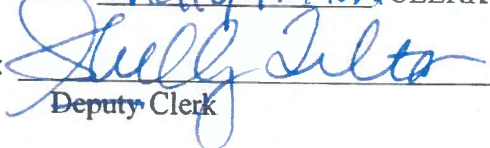
DATED this 8th day of January, 2024.

**BOARD OF COUNTY COMMISSIONERS
GEM COUNTY, IDAHO**

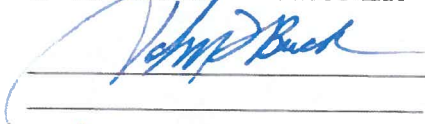
 X Motion Carried Unanimously
 Motion Carried/Split Vote Below
 Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u></u> Commissioner Kirk Wille	<u>✓</u>	<u> </u>	<u> </u>
<u></u> Commissioner Bill Buttici	<u>✓</u>	<u> </u>	<u> </u>
<u></u> Commissioner Mark Rekow	<u>✓</u>	<u> </u>	<u> </u>

ATTEST: Shelly Tilton CLERK

By: 
Deputy Clerk


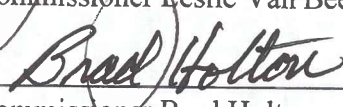
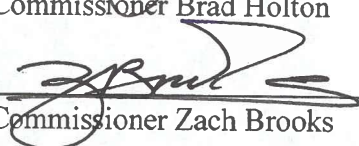
GEM COUNTY CORONER


January 8, 2024
Date

DATED this 16th day of May, 2024.

**BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO**

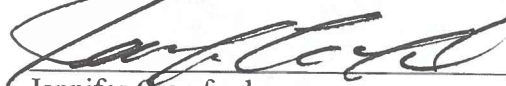
- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: J Ross
Deputy Clerk

CANYON COUNTY CORONER



Jennifer Crawford

5/16/24

Date

EXHIBIT A
Post-Mortem Examination Request

DECEDENT'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.

_____(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	_____