

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

THIS AGREEMENT FOR PATHOLOGICAL SERVICES BETWEEN CANYON 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 Canyon County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (hereafter “Canyon County”).

WITNESSETH

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

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

B. Ada County shall, upon written request from either the Canyon County Coroner or the Canyon County Prosecuting Attorney, perform autopsies, inspections and related services, including, but not limited to, X-ray and toxicology reports and court testimony, as are needed because of the obligations imposed under Idaho law upon Canyon County’s Prosecuting Attorney and/or the Canyon County Coroner. This written request must be submitted using the Autopsy Authorization template available through the MDILog system or in other form if preapproved by the Ada County Coroner.

C. Ada County’s pathologists are certified by the American Board of Pathology and professionally qualified to perform autopsies and inspections as ordered by the Canyon County’s Prosecuting Attorney or Coroner and are licensed to practice by all public entities having jurisdiction over the Ada County Coroner’s pathologists.

Ada County pathologists shall maintain all necessary licenses, permits, or other authorizations necessary to perform the services required under this Agreement.

D. The Ada County Coroner shall communicate with the Canyon County Coroner and/or Canyon County Prosecuting Attorney regarding the pathologist's findings and create a final written report.

E. The Ada County pathologist will give their professional opinion to the Canyon County Coroner on the cause of death, pursuant to Idaho Code § 19-4301B.

F. If the Ada County pathologist determines that in order to fulfill the services requested by the Canyon County Coroner further examination and testing is required for certain body parts, such body parts shall remain with the Ada County Coroner until no longer needed for evidentiary purposes. Tissue and fluids may be collected and retained for further testing at the discretion of the pathologist.

G. The Ada County Coroner shall destroy samples and specimens in accordance with the retention schedule promulgated by the College of American Pathologists unless requested to do otherwise in writing from the Canyon County Coroner or the Canyon County Prosecuting Attorney. Before destroying a specimen in accordance with its retention schedule, the Ada County Coroner shall provide the Canyon County Coroner and the Canyon County Prosecuting Attorney written notice of intent to destroy the specimen, and wait for fourteen (14) business days for any response before commencing with destruction.

H. The Ada County Coroner's Office shall maintain its accreditations with the National Association of Medical Examiners and by the International Association of Coroners and Medical Examiners.

II. ADDITIONAL SERVICES

A. Staff at the Ada County Coroner's Office are professionally qualified to perform limited anthropology services.

B. Ada County may, upon written request from either the Canyon County Coroner or the Canyon County Prosecuting Attorney, perform anthropological limited services on a case-by-case basis, including, but not limited to, the recovery of skeletal remains, human versus non-human identification, preliminary skeletal analysis, reconstruction of skeletal remains, excavation/cleaning/rendering of skeletal remains, and fact-based court testimony, as needed. This written request must be in the form of the Autopsy Authorization available through the MDILog system or in other form if agreed upon by both the Canyon County Coroner and the Ada County Coroner. The scope of any such anthropological services shall be determined by the parties on a case-by-case basis and reflected in the signed request. The Ada County Coroner shall communicate with the Canyon County Coroner and/or the Canyon County Prosecuting Attorney regarding the findings of such services.

III. CANYON COUNTY DUTIES AND OBLIGATIONS

A. No pathology or other services contemplated hereunder shall be provided by the Ada County Coroner unless and until this Agreement is executed by the Canyon County Board of County Commissioners and the Canyon County Coroner and delivered to Ada County.

B. The Canyon County Coroner and/or Canyon County Prosecuting Attorney shall have sole discretion in what services are requested under this Agreement, including whether to request an autopsy or an inspection and which service meets its needs. Canyon County, and not Ada County, shall have sole jurisdiction at crime scenes. 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. The Ada County Coroner reserves the right to refuse any request, for any reason, including but not limited to Canyon County Coroner's failure to properly transport decedents to the Ada County Coroner facility as required in this Agreement.

C. The Ada County Coroner's Office will determine the cause of death consistent with the terms of this Agreement. The Canyon County Coroner, not Ada County or the Ada County Coroner, is responsible for filling out death certificates and determining the manner of death.

D. The Canyon County Coroner is responsible for transporting decedents to and from the Ada County Coroner's autopsy facility in Ada County utilizing equipment in proper working order and able-bodied personnel. The Canyon County Coroner is also responsible for notifying the Ada County Coroner, in writing through the MDILog system and prior to transport, of the party who will be providing the transport services. The party transporting decedents shall be responsible for unloading and loading the decedents at the Ada County Coroner facility.

E. All decedents transported to the Ada County Coroner facility shall be properly secured in a body bag. Failure to properly secure a decedent in a body bag may result in refusal to accept the decedent by the Ada County Coroner, or the Ada County Coroner's Office may, within its sole discretion, provide a body bag and charge an additional fee for the same.

F. Canyon County and the Canyon County Coroner will fully cooperate with Ada County in the carrying out of the duties imposed on Ada County under the terms of this Agreement, including but not limited to uploading report information regarding a new case as required herein to any software platform designated by the Ada County Coroner.

G. The Canyon County Coroner shall be responsible for acquiring and providing documentation as needed to determine cause of death. The Ada County Coroner strives to provide the highest quality of service and the determination of cause of death goes well beyond an autopsy. Ada County pathologists rely heavily on documentation from contracting counties to accurately determine the cause of death. If Canyon County Coroner fails to provide necessary documentation, as required herein, prior to delivery of a decedent or in a timely manner after the Ada County Coroner's receipt of a decedent, the Ada County Coroner reserves the right to refuse to accept the case or may list the cause of death as "unable to determine due to lack of information." The following documentation must be provided, at a minimum, for cases submitted under this Agreement.

- (1) Non-homicide Cases:
 - a. Medicolegal Investigation Narrative
 - To include examination and postmortem changes and circumstances of the death
 - b. Scene photographs
 - c. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (2) Homicide Cases:
 - a. Medicolegal Investigation Narrative
 - To include examination and postmortem changes and circumstances of the death
 - b. Scene photographs
 - c. Preliminary law enforcement reports
 - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (3) Baby Cases:
 - a. Medicolegal Investigation Narrative
 - To include examination and postmortem changes and circumstances of the death
 - b. Scene photographs
 - c. Doll re-enactment documentation
 - d. Autopsy Authorization form properly filled out, designating toxicology request and person/entity transporting decedent post-exam

- (4) Requirements for Case Closure:
 - a. Medicolegal Investigation Narrative
 - To include examination and postmortem changes and circumstances of the death
 - b. Scene photographs
 - c. Law enforcement reports
 - d. Medical records
 - e. Any further documentation discussed with the forensic pathologist relating to the case

Narratives and scene photographs shall be provided prior to delivery of the decedent. All narratives shall include, but not be limited to, the circumstances of the death, a complete scene description, a complete medicolegal examination, a description of postmortem changes, and a medical history. The Canyon County Coroner shall provide the required documentation to the Ada County Coroner by properly entering the documentation and photographs into MDILog prior to the autopsy/inspection. If preapproved by Ada County Coroner forensic staff, an alternative media form may be used if it can be immediately uploaded upon arrival to the Ada County Coroner's Office.

H. It is the responsibility of the Canyon County Coroner and/or investigation law enforcement agency to determine specifically what, if any, evidence is to be collected by the Ada County Coroner's Office at the time of the examination. Any request for evidence collection shall be made prior to the examination.

I. After examination, the Canyon County Coroner shall be fully responsible for providing any additional documentation necessary for completion of the report and determination of the cause of death. Such documentation shall be submitted by uploading it directly to the appropriate MDILog case in a timely manner for review by the forensic pathologist. The finalized case report will not be able to be completed by the pathologist until all necessary documentation has been provided in the manner previously described. In addition, the Ada County Coroner's Office is not responsible for contacting the Canyon County Coroner regarding missing documentation. The Canyon County Coroner is fully responsible for ensuring all necessary case documentation has been uploaded into the appropriate MDILog case, and for maintaining communication with the Ada County Coroner's Office regarding the status of Canyon County cases.

J. Canyon County shall notify the Ada County Coroner as soon as practicable of a new autopsy service request so that the Ada County Coroner's Office may coordinate the case into its schedule.

K. The Canyon County Coroner shall be responsible for notifying the decedent's family of any retention of organs or other tissues and making the appropriate decision on the handling of such organs or other tissue. The Canyon County Coroner may instruct the Ada County Coroner of the preferred method of disposition of any tissues and/or organs that may have been kept for further study with the understanding that additional fees may be charged for such disposition. The Canyon County Coroner must retrieve any retained tissue and/or organ material within six (6) months or it will be disposed of in accordance with the Ada County Coroner's existing policy for a fee to be determined at time of disposal.

L. Canyon County shall provide the manner of death to the Ada County Coroner's Office by entering the designation in the MDILog system or by providing the manner in writing to the Ada County Coroner's Office. Manner of death is necessary to properly designate a case as approved for destruction per the Ada County Coroner's Office specimen destruction policy, and as promulgated per the retention schedule set forth by the College of American Pathologists.

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

N. Ada County will not accept a decedent without proper identification tags. Canyon County shall be responsible for ensuring that identification tags are provided.

O. Canyon County shall be responsible for all petitions required under Idaho Code § 19-4301C.

IV. TERM AND TERMINATION

The term of this Agreement shall run from the date of execution through September 30, 2025. Either party may terminate this agreement at any time and for any reason upon written notice to the other party. Said notice must be mailed to the Board of County Commissioners, with a copy to the County Coroner, with postage prepaid.

V. INDEPENDENT CONTRACTOR

The parties agree that Ada County is an independent contractor of Canyon County and its employees or agents are not employees or agents of Canyon 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 Canyon County. Ada County shall not, without Canyon County's consent, settle any claim contemplated hereunder and which admits fault on the part of Canyon County.

**VI.
PAYMENTS**

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

A. Canyon County shall pay Ada County for services rendered in accordance with the following payment schedule.

Full Autopsy	\$2,300
Plus, Toxicology, as needed	At Ada County's Cost
Plus, X-rays, as needed	As Set by Ada County's Fee Schedule
Limited Autopsy	\$1,668
Plus, Toxicology, as needed	At Ada County Cost
Plus, X-rays, as needed	As Set by Ada County's Fee Schedule
Inspection	\$1,323
Plus, Toxicology, as needed	At Ada County's Cost
Plus, X-rays, as needed	As Set by Ada County's Fee Schedule
Storage Fee	\$65 per day, after 3 business days following notice to retrieve
Any Additional Services Requested	Fee determined by mutual agreement of the parties

B. The Ada County Coroner will order expanded toxicology tests, consistent with its general practice, unless otherwise specified by the Canyon County Coroner. The costs of any additional testing (e.g., histology reports) will be reimbursed to Ada County.

C. With the exception of costs specifically related to giving court testimony, which will be paid to Ada County as set forth below in this section, the cost for any limited anthropological services provided by the Ada County Coroner's Office shall be determined on a case-by-case basis. In completing the Anthropology Services Authorization form, the Ada County Coroner will provide an estimated cost based on the services being requested. Despite such estimate, Canyon County acknowledges and agrees to pay Ada County for the services actually provided, which may be greater or less than the estimate depending on the circumstances, including any changes to the scope of services requested.

D. The Ada County Coroner's cost for one of its pathologists testifying in court, whether in person or virtually, beyond a first appearance will be at the rate of Four Hundred Dollars (\$400) per hour, with a four-hour minimum per case. If travel is required, hourly charges will be incurred from the time the Ada County pathologist leaves Boise to when the pathologist returns to Boise after testifying. The Ada County Coroner Office's cost for one of its staff (including forensic technicians and others) testifying in court, whether in person or virtually, will be Fifty Dollars (\$50) per hour, with a four-hour minimum per case. If travel is required, hourly charges will be incurred from the time the Ada County Coroner staff member leaves Boise to when staff returns after testifying. Canyon County shall reimburse the reasonable costs of travel, including mileage and per diem at the current state rate, incurred by the pathologist and/or staff in order to testify. For any overnight stay required for a court appearance, Canyon County shall be responsible for providing a hotel room.

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

VII.
INDEMNITY

A. In the event Canyon County is alleged to be liable in any manner as a result of acts, omissions or negligence of Ada County, its elected officials, employees or officers, Ada County shall indemnify, defend and hold Canyon County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the services of Ada County.

B. In the event Ada County is alleged to be liable in any manner, as a result of acts, omissions or negligence of Canyon County, its elected officials, employees or officers, Canyon County shall indemnify, defend and hold Ada County, its elected officials, employees and officers harmless from and against all liability, claims, loss, costs, and expenses, including reasonable attorney fees, arising out of, or resulting from, the actions of Canyon County. In the event Ada County, its elected officials, employees or officers are alleged to be liable on account of acts, omissions, or negligence of Canyon County, its elected officials, employees or officers, Canyon County shall defend such allegations through counsel selected by Canyon County's insurer and approved by Ada County. In such an instance, Canyon County's insurer shall retain control of the defense; provided, however, that Ada County shall have the right, at its own expense, to retain counsel of its own choosing and participate in the defense of any such allegations or claims in order to protect its own interests. Canyon County shall not, without Ada County's consent, settle any claim contemplated hereunder and which admits fault on the part of Ada County.

VIII.
PATHOLOGY RECORDS AND REQUESTS FOR INFORMATION

A. Upon completion of its final report, the Ada County Coroner will provide any and all original documents in its possession to the Canyon County Coroner.

B. All records relating to the services performed under this Agreement by Ada County which exist and are in the possession of Ada County shall be made available to the Canyon County Coroner for inspection and copying upon written request of the Canyon County Coroner. All law enforcement, family, press or other inquiries for information or records related to a/an Canyon County case shall be the sole responsibility of Canyon County and the Canyon County Coroner, and any such inquiries made to the Ada County Coroner for information or records related to a/an Canyon County case will be referred to Canyon County.

C. All requests for documents, including requests under the Idaho Public Records Act, to the Ada County Coroner on a/an Canyon County case will be referred to the Canyon County Coroner. Ada County will make all records related to the services performed under this Agreement available to the Canyon 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 Canyon County Coroner within the following business day after receipt of the request by the Ada County Coroner. The Canyon 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 Ada County Coroner a copy of such reply. Canyon County shall indemnify, defend, and hold harmless Ada County for Canyon County's actions in response to a public records request.

IX.
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, Idaho.

X.
NO THIRD-PARTY BENEFICIARIES

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

XI.
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.

XII.
INSURANCE

A. Ada County Insurance. Ada County is self-insured as authorized by Idaho Code § 31-814.

B. Canyon County Insurance. 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 this Agreement, insurance coverage as follows:

(1) Worker's compensation insurance as required by Idaho statutes.

(2) Comprehensive general liability insurance in an amount of not less than \$500,000 per occurrence, combined single limit, for any claim brought pursuant to Title 6, Chapter 9, Idaho Code, and not less than \$1,000,000 per occurrence or the maximum coverage amount available to Canyon County through the Idaho Counties Risk Management Program (ICRMP), or through its insurance carrier, for any other type of liability claim.

Canyon County shall have the right to self-insure all or part of the insurance requirements set forth under this Agreement, as permitted by Idaho Code § 31-814.

XIII.
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.

(Signatures on following pages)

DATED this _____ day of _____, 20_____.

BOARD OF ADA COUNTY COMMISSIONERS:

By: _____
Rod Beck, Chair

Ryan Davidson, Commissioner

Thomas Dayley, Commissioner

ATTEST:

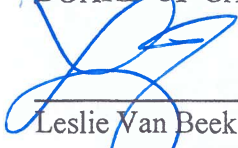
Trent Tripple, Ada County Clerk

ADA COUNTY CORONER

Richard D. Riffle

Date

BOARD OF CANYON COUNTY COMMISSIONERS:



Leslie Van Beek, Commissioner

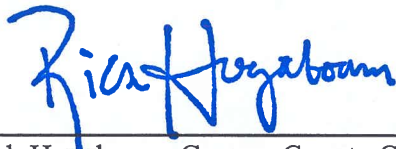


Brad Holton, Commissioner



Zack Brooks, Commissioner

ATTEST:



Rick Hogaboam, Canyon County Clerk

J Ross Deputy Clerk

11.05.24

CANYON COUNTY CORONER



Jennifer Crawford

11-5-2024

Date