

**AGREEMENT BETWEEN THE COUNTY OF  
SAN BENITO AND THE COUNTY OF SANTA CLARA FOR PATHOLOGY SERVICES**

This AGREEMENT is made and entered into by and between the COUNTY OF SANTA CLARA (herein after called "SANTA CLARA") and the COUNTY OF SAN BENITO (herein after called "SAN BENITO"), and shall become effective for the term July 1, 2018 through June 30, 2023

1. SAN BENITO desires to contract with SANTA CLARA for the performance of postmortem autopsies/external examinations at the Santa Clara County Medical Examiner-Coroner's Office (MEC) facility in coroner's cases requiring investigation under the jurisdiction of SAN BENITO.
2. SANTA CLARA has the appropriate physical facility and credentialed personnel at the MEC for the performance of autopsies/external examinations in these SAN BENITO coroner cases.

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

3. DEFINITIONS
  - a. "Coroner cases" as used in this Agreement means any deceased person whose death is being investigated by SAN BENITO and, as part of that investigation, an autopsy or external examination is needed to determine or confirm the cause and manner of death.
  - b. "Coroner Facility" shall mean the MEC, located at 850 Thornton Way, San Jose, California 95128.
4. All arrangements and costs of transportation to and from the MEC shall be the responsibility of SAN BENITO.
5. SANTA CLARA and the Coroner Facility agree to accept bodies and perform autopsies or external examinations pursuant to the terms of this Agreement, as requested by SAN BENITO. An external examination consists of an external evaluation/examination of the body to include postmortem ancillary studies but does not necessitate complete evisceration of the internal organs. An autopsy examination consists of both an external and internal examination of the body to include evisceration and dissection of the internal organs. As a condition to the performance of the requested autopsy or external examination, SAN BENITO agrees to provide full and complete information regarding the death, as is needed, to determine the cause of death. If SAN BENITO fails to provide the information necessary to perform the autopsy or external examination, SANTA CLARA and the Coroner Facility may reject the case until the necessary information has been provided. The licensed Forensic Pathologist assigned to the case will determine whether a case becomes an autopsy or external examination.
6. SAN BENITO agrees that the cause and manner of death will be determined by the SANTA CLARA Assistant Medical Examiner (forensic pathologist) assigned to the case upon the completion of the forensic examination. A Medical Examiner/forensic pathologist is a licensed physician in the state of California who has extensive training in pathology and forensic pathology.
7. SANTA CLARA and SAN BENITO agree that SAN BENITO will maintain sole responsibility for all scene investigations in San Benito County. Occasionally, a death investigation may require the Forensic Pathologist to respond to a death scene to aid in the determination of cause and manner of death. This may include, but is not limited to doll reenactments in baby deaths. SAN BENITO agrees to facilitate the SANTA CLARA Forensic Pathologist's response to a death scene if the Forensic Pathologist believes it is warranted. This may include, obtaining medical and or psychiatric records, obtaining hospital admissions specimens, provide police reports and scene photographs. SAN BENITO agrees to reimburse SANTA CLARA for the response of the Forensic Pathologist at the productive hourly rate of \$175.00 per hour.
8. SANTA CLARA agrees to have a licensed Forensic Pathologist available by telephone for consult at all times. SANTA CLARA agrees to provide SAN BENITO a current on-call schedule to include the contact telephone numbers for the Forensic Pathologists.

9. SAN BENITO shall pay SANTA CLARA the sum of \$2000 per autopsy. This fee includes; (1) an autopsy by a Licensed Forensic Pathologist who will be assisted by a Forensic Autopsy Technician, (2) an Autopsy Report with professional medical findings and opinions as to the cause and manner of death, (3) any necessary microbiologic or histology studies, and 4) signed death certificate. This fee does not include; (1) any additional non-medical investigation into the cause and manner of death, (2) any initial or additional toxicology studies, (3) any testimonial presentation in any court of law or administration, or (4) body transportation.
10. SAN BENITO shall pay SANTA CLARA \$2,500 for autopsies conducted on babies or homicide victims. This fee includes: (1) an autopsy by a Licensed Forensic Pathologist who will be assisted by a Forensic Autopsy Technician, (2) an Autopsy Report with professional medical findings and opinions as to the cause and manner of death, (3) any necessary microbiologic or histology studies, and 4) signed death certificate. This fee does not include; (1) any additional non-medical investigation into the cause and manner of death, (2) any initial or additional toxicology studies, (3) any testimonial presentation in any court of law or administration, or (4) body transportation.
11. SAN BENITO shall pay SANTA CLARA \$1000 for external examinations. This fee includes: (1) an external examination by a licensed Forensic Pathologist who will be assisted by a Forensic Autopsy Technician, (2) a Report of External Examination with professional medical findings and opinions as to the cause and manner of death, (3) and necessary microbiologic or histology studies, and (4) signed death certificate. This fee does not include; (1) any additional non-medical investigation into the cause and manner of death, (2) any initial or additional toxicology studies, (3) any testimonial presentation in any court of law or administration, or (4) body transportation.
12. SANTA CLARA will bill SAN BENITO for the following additional services: (1) any additional non-medical investigation costs incurred in Coroner cases; (2) any initial or additional toxicology studies; (3) any costs associated with testimony presentation required in any court proceeding related to a Coroner case; and (4) any services provided by the Chief Investigator or a Forensic Pathologist will be charged at the rate of \$175.00. SAN BENITO is solely responsible for costs related to body transportation.
13. SAN BENITO shall pay SANTA CLARA \$1000 for each Neuropathology exam. This fee includes an exam conducted by a board-certified Neuropathologist and a Neuropathology exam report.
14. SANTA CLARA will not be responsible for the storage of stock jars, blocks, and slides taken during the forensic examination.
15. SAN BENITO agrees that, to ensure proper determination of cause and manner of death, organ and tissue donation cases must be consented to by a SANTA CLARA Forensic Pathologist prior to any recovery.
16. SANTA CLARA will not process, store, or be responsible for anything of a criminal nature. Storage of SAN BENITO criminal evidence, autopsy photographs, and other items not stored by SANTA CLARA pursuant to this agreement shall be the sole and complete responsibility of SAN BENITO.
17. SANTA CLARA will not be responsible for the cost of any special testing or toxicology testing, when required.
18. SANTA CLARA retains full control of the autopsy facility during these procedures. All participants must adhere to the policies established by SANTA CLARA and any applicable State and Federal laws.
19. SAN BENITO agrees that SANTA CLARA may retain organs in accordance to their policies and procedures and state law. SANTA CLARA shall notify SAN BENITO when organs are retained. SAN BENITO agrees to notify legal next of kin of the organ retention.
20. SAN BENITO agrees to reimburse SANTA CLARA for any damage to SANTA CLARA's facility or equipment arising directly from the actions of SAN BENITO's employees.

21. SAN BENITO agrees to indemnify, defend and hold harmless SANTA CLARA, its officers, agents and employees from and against any and all claims, liability and losses whatsoever arising out of or in any way related to SAN BENITO's act(s) or omission(s) under this AGREEMENT, including such as attorney fees, court costs, investigation costs, and/or expert fees.
22. SANTA CLARA agrees to indemnify, defend and hold harmless SAN BENITO, its officers, agents and employees from and against any and all claims, liability and losses whatsoever arising out of or in any way related to SAN BENITO'S act(s) or omission(s) under this AGREEMENT, including attorney fees, court costs, investigation costs, and/or expert fees.
23. This AGREEMENT shall be subject to review by the parties at the end of each fiscal year, for renewal, and/or modification.
24. That SANTA CLARA shall bill SAN BENITO monthly, in arrears for services performed under this AGREEMENT. SAN BENITO shall pay SANTA CLARA within thirty (30) days after the receipt of such billing by warrant payable to the Santa Clara County Medical Examiner Coroner's Office, and delivered to the Santa Clara County Medical Examiner Coroner's Office, 850 Thornton Way, San Jose, CA 95128-4702.
25. This AGREEMENT represents the entire agreement between SAN BENITO and SANTA CLARA. All prior negotiations and written and oral agreements between the parties with respect to the subject matter of this AGREEMENT are merged into this AGREEMENT.
26. This AGREEMENT can only be amended by an agreement in writing signed by all parties to the original agreement.
27. This AGREEMENT may be cancelled without cause upon thirty (30) days prior written notice, given by either party to the other. In the event of termination, SANTA CLARA shall deliver to SAN BENITO all documents prepared pursuant to this AGREEMENT, whether complete or incomplete. SANTA CLARA may retain a copy for its records. Upon receipt of the documents, SANTA CLARA shall be compensated based on the completion of services provided, as solely and reasonably determined by SANTA CLARA.
28. If any provision of this AGREEMENT is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this AGREEMENT.
29. This AGREEMENT has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this AGREEMENT shall be in the Superior Court of California, County of Santa Clara.
30. In accepting this AGREEMENT, SANTA CLARA covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this AGREEMENT. SANTA CLARA further covenants that, in the performance of this AGREEMENT, it will not employ any contractor or person having such an interest.
31. This agreement is contingent upon the appropriation of sufficient funding by SAN BENITO for the services covered by this AGREEMENT. If funding is reduced or deleted by SAN BENITO for the services covered by this AGREEMENT, SAN BENITO has the option to either terminate this AGREEMENT with no liability occurring to SAN BENITO or to offer an amendment to this AGREEMENT indicating the reduced amount.
32. SANTA CLARA shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning non-discrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. SANTA CLARA shall not discriminate against any

subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall SANTA CLARA discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

33. SAN BENITO and its employees, agents and subcontractors shall comply with SANTA CLARA's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended periodically), which prohibits smoking: 1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, 2) within 30 feet surrounding County-owned buildings and leased buildings where the County of Santa Clara is the sole occupant, and 3) in all County vehicles.
34. All notices required by this AGREEMENT shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below, or at such other address as the party may designate in writing in accordance with this section:
- Medical Examiner-Coroner, County of Santa Clara  
850 Thornton Way  
San Jose, CA 95128
- San Benito County Sheriff's Department  
P.O. Box 700  
Hollister, CA 95024-0700
35. Assignment - No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.
36. Waiver- No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.
37. Third Party Beneficiaries - This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties
38. Contract Execution - Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County
39. It is agreed and understood by the parties hereto that this AGREEMENT has been arrived at through negotiation and that neither party is to be deemed that party which prepared this Agreement within the meaning of Civil Code Section 1654
40. All additional services not covered by the fees specified in this agreement shall be billed at SANTA CLARA'S standard hourly rate.

Agreed By:

SAN BENITO COUNTY, BOARD OF SUPERVISORS

By: \_\_\_\_\_

Name: Anthony Botelho

Title: Chairman, San Benito County Board of Supervisors

Date: \_\_\_\_\_

SAN BENITO COUNTY OFFICE OF THE COUNTY COUNSEL

By: Shirley L. Murphy

Name: Shirley Murphy

Title: Deputy County Counsel

Date: June 8, 2018

Attest:

\_\_\_\_\_  
Janet Slibsager, Clerk of Board  
San Benito County

SANTA CLARA COUNTY OF THE OFFICE MEDICAL EXAMINER-CORONER

By: \_\_\_\_\_

Name: Michelle A. Jorden, M.D.

Title: Chief Medical Examiner and Neuropathologist, Santa Clara County

Date: \_\_\_\_\_

SANTA CLARA OFFICE OF THE COUNTY COUNSEL

By: \_\_\_\_\_

Name: Melissa Kiniyalocts

Title: Deputy County Counsel

Date: \_\_\_\_\_

Signed and certified that copy of this document has been delivered by electronic other means to the President, Board of Supervisors.

Attest:

\_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors