

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING THE CORONER, OR DESIGNEE(S), TO AMEND ATTACHMENT A OF THE FORENSIC PATHOLOGY SERVICES MASTER SERVICE AGREEMENT, AS NEEDED, TO ADD QUALIFIED BOARD-CERTIFIED FORENSIC PATHOLOGISTS TO THE CONTRACTOR LIST, AND GRANTING A WAIVER OF THE COMPETITIVE BIDDING PROCESS FOR THE PROVISION OF THE ABOVE FORENSIC PATHOLOGY SERVICES PURSUANT TO COUNTY ORDINANCE CODE SECTION 2.83.050(E)

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, the San Mateo County Coroner's Office ("Coroner's Office") is required by statute to investigate and determine the cause and manner of death in all violent, sudden, or unusual deaths in the County of San Mateo and, to carry-out this statutory duty, the Coroner's Office contracts with forensic pathologists certified by the American Board of Forensic Medicine; and

WHEREAS, there are currently just over 500 full-time licensed practicing, Board-certified forensic pathologists in the entire United States; and

WHEREAS, the need for reliable on-call forensic pathology services is critical, as the recognized industry standard for completion of all autopsies is within 24 hours of the death, a standard that, in certain circumstances, becomes even more pressing, such as in cases of Sudden Infant Death Syndrome, suspected homicides, and where religio-cultural practices require burial in less than 24 hours; and

WHEREAS, since November 2019, the Coroners' Office has been accredited by the International Association of Coroners and Medical Examiners (IAC&ME), which, in order to maintain accreditation, requires the Coroner's Office to complete all autopsy reports within 90 calendar days of the autopsy having been conducted; and

WHEREAS, the Coroner's Office has struggled to both find and retain qualified available Board-certified forensic pathologists; and

WHEREAS, on November 22, 2022, this Board approved a Master Services Agreement ("MSA") model under which the Coroner, or designee(s), is authorized to execute agreements and/or amendments, including those over \$200,000, for the provision of as-needed forensic pathology services with each contractor listed in **Attachment A**, a copy of which is attached to this Resolution and incorporated by this reference, during the term of August 2, 2022 through June 30, 2025 ("Term") in a total amount not to exceed \$2,827,280, with the scope of services for each agreement and/or amendment in a form substantially similar to the scope of services provided in **Attachment B**, a copy of which is also attached to this Resolution and incorporated by this reference; and

WHEREAS, the Coroner's Office continues to encounter difficulties in recruiting and retaining Board-certified forensic pathologists, and the Board desires to allow the Coroner's Office to add (or remove) qualified forensic pathologists to (or from) Attachment A, as needed, during the Term and subject to the maximum fiscal obligation of \$2,827,280, which change will allow the Coroner's Office to comply with its statutory duties surrounding timely death investigations without having to return to this Board each

time a Board-certified forensic pathologist is added to (or removed from) Attachment A; and

WHEREAS, prior to the Coroner, or designee(s), executing agreements and/or amendments with qualified forensic pathologists listed in Attachment A, documentation shall be obtained and retained confirming that all such agreements and/or amendments have been reviewed and approved by the County Attorney, Risk Management, and Information Services Department, wherever applicable, and that such agreements and/or amendments comply with applicable County ordinances and are consistent with all terms and conditions approved by this Board on November 22, 2022; and

WHEREAS, this Board has previously waived the competitive bidding process for the provision of forensic pathology services and continues to find it is in the best interests of the County to waive the competitive bidding process for each agreement with the listed contractors entered into under the MSA pursuant to County Ordinance Code 2.83.050(e), as forensic pathologists are specifically exempt from the competitive bidding process under County Administrative Memorandum B-1, Section IV.B.15, and, furthermore, because the Coroner's Office is required to use Board-certified forensic pathologists in order to maintain its IAC&ME accreditation and there are fewer than 500 Board-certified forensic pathologies in the entire United States; and

NOW, THEREFORE, BE IT RESOLVED that the Coroner's Office is authorized to amend Attachment A to add (or remove) qualified forensic pathologists, and enter into agreements and/or to amend agreements now in place with said forensic pathologists during the Term for an aggregate not-to-exceed amount of \$2,827,280, consistent with

the Board's findings and intent reflected in this Resolution, and the Board waives the competitive bidding requirements for the agreements and/or amendments is granted pursuant to County Ordinance Code 2.83050(e).

IT IS FURTHER RESOLVED that the Coroner's Office is authorized to enter into additional amendments with each forensic pathologist identified in Attachment A of this Resolution, as amended from time to time by the Coroner, or designee(s), which modify the County's maximum fiscal obligation by no more than \$25,000 for each agreement, and/or modify the Term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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ATTACHMENT A

Eligible Board-Certified Pathologists

Contractor Name

1	Dr. Thomas Rogers
2	Pathemis PC
3	Forensic Doctors Group
4	Dr. Harminder Narula
5	Dr. Vivian Snyder
6	Dr. Ellen Moffatt
7	Raven Forensic Pathology & Autopsy Services
8	Dr. Jun Guan

ATTACHMENT B

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services: Contractor will perform forensic pathology services (autopsies and clinical inspections) for the Coroner as ordered by Coroner and in accordance with the following provisions:

- a. Contractor shall provide the Coroner proof of current medical licensure and board-certification in the field of forensic pathology, and a current resume/*curriculum vitae*.
- b. All personnel involved in or assisting with Coroner's autopsies will be provided by Coroner.
- c. Contractor shall be available to perform forensic pathology services seven (7) days per week on a pre-scheduled as needed basis. Contractor's schedule shall be coordinated with the Coroner in advance of the start of each week. The Coroner may also request that Contractor perform additional forensic pathology services on unscheduled days as needed. If Contractor is for any reason unavailable to perform forensic pathology services, either on a prescheduled day or after receiving a request from the Coroner to perform additional services on an unscheduled day, Contractor shall immediately inform the Coroner of Contractor's unavailability.
- d. The decision to perform a specialized autopsy (homicide or SIDS), a full autopsy, a limited autopsy, or a clinical inspection / external examination will be at the discretion of the Coroner, the Chief Deputy Coroner, or the Contractor, with the Coroner having final discretion in case of conflict or disagreement. If there are verbal or written objections to an autopsy, the Coroner or the Chief Deputy Coroner in consultation with Contractor will determine what type of examination is to be performed, with the Coroner having final discretion in case of conflict or disagreement.
- e. Contractor shall submit the form "Cause of Death Report to Coroner" at the conclusion of each autopsy or clinical inspection. If additional data or testing is necessary to complete the report which is not immediately available to Contractor, the form submitted may indicate "Pending Investigation." In such cases, the "Final Cause of Death Report to the Coroner" form will be submitted by Contractor upon receipt of necessary data or testing. Within seven (7) days thereafter, Contractor shall submit a completed face sheet and autopsy or examination report to the Coroner for all cases. Contractor may use their own report template, subject to approval of the template by the Coroner. The report shall include a report on the microscopic analysis in cases where Contractor performs a histologic examination. Should Contractor fail to submit required documentation for a given case according to the time limits set forth in this paragraph, payment for pathology services may be withheld until such time as the required documentation is received by the Coroner.
- f. Radiographic or other imaging examinations prior to or during the autopsy will be at the discretion of Coroner, the Chief Deputy Coroner, or the Contractor. Such imaging services shall be paid for by County.
- g. In determining cause of death, Contractor may request necessary histology services from an appropriate provider. The need for such services shall be at the discretion of Contractor. Such histology services shall be paid for by County.
- h. Contractor shall provide medical consultation without additional charge in non-traumatic or apparent natural deaths.

- i. PAP smears will be taken by the Contractor in appropriate cases, at the discretion of the Coroner, the Chief Deputy Coroner, or Contractor, with the Coroner having final discretion in case of conflict or disagreement. Processing of any such PAP smears by an appropriate laboratory shall be paid for by County.
- j. In each case where the need for toxicology tests is determined by the Coroner, the Chief Deputy Coroner, or Contractor, Contractor shall collect and submit for analysis to the toxicology laboratory designated by the Coroner the necessary body fluids and/or tissues. All such toxicology tests shall be paid for by County.
- k. Outside consultation by Contractor that is necessary to determine a cause of death will be at the discretion of Coroner, and once approved by the Coroner, paid for by County.
- l. Contractor shall provide medico-legal testimony when requested for Coroner's inquests.