



WASHOE COUNTY

REGIONAL MEDICAL EXAMINER'S OFFICE

990 East Ninth Street
Reno, Nevada 89512
Phone: (775) 785-6114
Fax: (775) 785-6163
www.washoecounty.us

October 1, 2020

Esteemed Local Sheriff/Coroner Colleagues:

The current interlocal agreement between your county and the Washoe County Regional Medical Examiner's Office (WCRMEO) is due for renewal. Enclosed are two copies of the new agreement. Please fill out both copies of the agreement and return both to the WCRMEO. If the agreement needs to be approved by your elected governing body, please submit it for their review and approval as soon as possible. If it is in your purview to sign and execute this agreement independently, please do so. Once the Washoe County Board of County Commissioners approves and signs the agreements, my office will return one of the fully executed original copies to your agency.

I want to make you aware of two changes since our last agreement. Based on Nevada public records laws, the WCRMEO is unable to withhold certain public information regarding cases, including those referred to us. With regard to public records requests, media inquiries, and subpoenas or court orders, all cases will be subject to the policies and procedures of the WCRMEO. I want to assure you that the WCRMEO has strict policies and will only release to media the information that is publicly allowable, such as the decedent's name, age, city of residence, and cause and manner of death, if known. Autopsy, toxicology, and lab reports will be released only as allowed by state law, Washoe County Code, and WCRMEO policies, and are not considered public documents at this time. Our legal team is following this issue closely.

Additionally, the WCRMEO will begin making referrals and coordinating with tissue donation organizations for all cases referred to us by your agency. This is an added value service that we are providing at no additional charge. As you know, decision-making and coordination regarding tissue procurement can be a time intensive process that requires medical judgment. For the last two years, my office executed a pilot program testing this system with counties in Nevada. The Sheriffs involved in the pilot program experienced no problems, and reported that it created less work for their deputies. Rest assured that my office has the utmost concern for the preservation of evidence and we will not allow tissue donations to affect the collection or preservation of evidence, nor to obscure the cause of death. Determining cause and manner of death and providing this to you in a prompt fashion remain our primary mission.



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Finally, I am enclosing a copy of the current fee schedule for this agreement. Please note that this is simply being provided for reference and the fees are unchanged from current.

If you have any questions or concerns, please do not hesitate to contact me. I look forward continuing to work with you.

Sincerely,

A handwritten signature in black ink that reads "Laura D. Knight, MD".

Laura D. Knight, MD
Chief Medical Examiner and Coroner



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Fee Schedule

Effective January 1, 2020

Postmortem Examinations and Services

Autopsy	\$ 2,415.00
Head Post (head-only autopsy)	\$ 1,350.00
External Medical Examination	\$ 1,000.00
Consultation	\$ 325.00
Jurisdiction Terminated Assistance	\$ 105.00
Decomposed Supplemental Fee	\$ 315.00
Obese Supplemental Fee	\$ 315.00
Minor (under age 18) Supplemental Fee	\$ 525.00
Homicide Supplemental Fee	\$ 525.00
Burned Body Supplemental Fee	\$ 315.00
Biohazard/Infectious Supplemental Fee	\$ 315.00
Toxicology Review and Interpretation Fee	\$ 75.00
Subcontractor Specimen Preparation and Handling Fee	10% of cost
Lab Work, Toxicology, Subcontractors, and Special Examinations	Actual Cost
Body Storage Fee	\$ 50.00/day

Autopsy Report Fee

One copy free to legal next-of-kin, upon request	Actual Cost
Waived for investigating law enforcement agency	
Autopsy Photographs and X-Rays (CD/Electronic)	\$ 30.00

Legal Consultation and Testimony by Medical Examiner's Office Personnel

Case preparation	\$ 450.00/hour
Records review, phone calls, research, report/specimen preparation	
Travel Time	\$ 450.00/hour
Wait Time	\$ 450.00/hour
Testimony	\$ 450.00/hour
Court, Grand Jury, Deposition	
Travel Expenses	Actual Cost
Airfare, vehicle rental and fuel, IRS mileage rate, lodging, etc.	

INTERLOCAL AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS AGREEMENT is made by and between Lassen County on behalf of its Sheriff/Coroner (hereinafter "County") and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Regional Medical Examiner's Office (hereinafter "WCRMEO").

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS County and WCRMEO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS County desires that WCRMEO provide forensic autopsies, medical examinations and medicolegal consultations to County as needed; and

WHEREAS WCRMEO is willing and able to provide such services for County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Services:**

A medical examiner or forensic pathologist with WCRMEO will perform forensic autopsies, medical examinations, and medicolegal consultations deemed necessary by County in consultation with WCRMEO.

Deaths occurring in County which state law or County determines require a forensic autopsy, medical examination, or medicolegal consultation may be referred to WCRMEO. County shall notify WCRMEO and provide necessary records as soon as possible after County determines that the referral is necessary and in any event before the body is transported to the WCRMEO facility.

Autopsies, medical examinations, and medicolegal consultations shall be conducted by WCRMEO in accordance with state law, Washoe County Code, and WCRMEO policies.

WCRMEO shall complete a written report on all autopsy and medical examination cases conducted for County and will provide that report to County in a timely manner.

2. **Storage and Release of Bodies:**

Bodies sent to WCRMEO for examination shall be returned to County through the funeral home that delivered them to WCRMEO. If otherwise requested by County, the legal next-of-kin, or other responsible entity, the body may be released into the custody of a different funeral home.

3. Compensation:

County shall pay WCRMEO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCRMEO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCRMEO in consultation with County, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures, etc.), subspecialty pathology examinations, subcontracted work, or transportation and storage of decedents.

4. Term:

This Agreement will retroactively commence on the 1st day of July, 2020, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to three years from its effective date, unless terminated sooner pursuant to Section 6 of this agreement. The Agreement may be renewed by addendum at the discretion of the parties and upon appropriate official action of the governing body of each party.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCRMEO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction. Upon termination of Agreement, all invoices for services rendered while the Agreement was in effect must be paid within 30 (thirty) days.

7. Records, Confidentiality, and Specimens:

- a. Records Distribution – When completed, examination documents generated by WCRMEO shall be delivered to County. Pursuant to Nevada public records law, records held by Washoe County may be considered public, and may be released publicly. Records will be disseminated consistent with the laws and policies of Washoe County. Records may be released physically or electronically, at the sole discretion of WCRMEO.
- b. Confidentiality – Pursuant to Nevada law, Washoe County Code, and the policies of WCRMEO, publicly available information regarding cases may be released publicly

by WCRMEO, when requested. This includes releasing information to family members, government agencies, funeral homes, media, researchers, etc.

c. Specimens – Specimens retained by WCRMEO may be released to County (or designee) upon written request. Specimens will be retained, transferred, disseminated, or discarded by WCRMEO, pursuant to WCRMEO policies and procedures.

8. Tissue and Organ Referrals and Procurement

A goal of WCRMEO is to maximize the availability of organs and tissues for transplant, and enhance the quality, effectiveness, and integrity of the donation process. For all cases referred to WCRMEO, County authorizes WCRMEO to make any notifications and take any actions necessary to assist in facilitating organ and tissue donation with the partner agency of WCRMEO, including authorizing organ and tissue procurement whenever WCRMEO deems it appropriate. Organ and tissue referrals and donations will follow the policies and procedures of WCRMEO.

9. Reciprocal Indemnification:

County agrees to indemnify, defend and hold harmless Washoe County and WCRMEO, its officers, employees, and agents, from and against, any and all claims demands, or actions, by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of County in connection with the services provided to County by WCRMEO pursuant to this Agreement.

Washoe County and WCRMEO agree to indemnify, defend and hold harmless County, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of Washoe County in connection with the services provided by WCRMEO to County pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

10. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

11. Incorporation:

This Agreement and any Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

12. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Justin Norton
WCRMEO
990 East Ninth Street
Reno, Nevada 89512
Phone: (775) 785-6114
jnorton@washoecounty.us

13. Authority to Enter Into Agreement:

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

IN WITNESS HEREOF, the representatives of the parties have set their hand:

LASSEN COUNTY

**Amanda Uhrhammer
Lassen County Counsel**

DATED: _____

WASHOE COUNTY

By: _____

**Bob Lucey, Chair
Washoe County Commission**

DATED: _____

ATTEST:

ATTEST:

By: _____

**County Clerk
Lassen County**

By: _____

**County Clerk
Washoe County**