

## **PATHOLOGIST AGREEMENT BETWEEN MCHENRY COUNTY AND**

### **MARK PETERS, M.D.**

This AGREEMENT, made this 1<sup>st</sup> day of December, 2024, is made and entered in by the COUNTY OF MCHENRY, (hereinafter known as "County"), a body politic and corporate, and Kristin Escobar Alvarenga, M.D., (hereinafter known as the "Physician" or "Pathologist") for the purpose of providing medical examinations and case consultations on behalf of McHenry County Coroner.

Now, therefore, it is mutually agreed among the parties hereto as follows:

- A) The Pathologist shall:
- 1) Provide forensic pathology services to the McHenry County Coroner's Office where the Coroner determines circumstances exist under which an autopsy or case consultation is required. The Coroner will schedule each requested pathology service with the Pathologist. The Pathologist may decline to perform any autopsy requested by the Coroner.
  - 2) Dependent on Circumstances of the case, Pathologist shall perform autopsies within a timely manner having taken possession and control of the decedent.
  - 3) Pathologist will maintain appropriate written documentation regarding the autopsy and/or any other pathology service performed including, but not limited to, preparation of written reports to the Coroner's Office within a timely manner following the autopsy, unless preparation of the report requires toxicology reports or tissue samples (slides). If toxicology, tissue samples (slides), extended testing and other such reports are required, the Pathologist shall prepare written reports within (7) days from receipt of such testing and any other such report(s).
  - 4) Pathologist shall cooperate with the McHenry County State's Attorney's Office in matters wherein an autopsy or case consultation performed by Pathologist on behalf of the McHenry County Coroner is an issue. The Pathologist's fee for trial preparation, deposition, or trial testimony, shall be paid by the party requesting the additional forensic services with fees and expenses in accordance with the Pathologist's customary rates. The McHenry County Public Defender's Office may also request such additional services.
  - 5) Pathologist shall not discuss autopsy results/findings with anyone other than representatives from the Coroner's Office, the McHenry County State's Attorney's Office, or the necessary law enforcement agencies, except if required by subpoena, court order or statutory provision, subject to Section 10 and 11 below.
  - 6) Pathologist shall maintain all qualifications and licensure to practice medicine in the State of Illinois throughout the term of this agreement. In the event Pathologist is advised or notified that his/her license to practice medicine in Illinois is revoked, suspended or lapsed (whether temporarily or permanently) said Pathologist shall provide notice to the Coroner within 24 hours and this agreement will terminate immediately, without any further notice or hearing.

- 7) Pathologist agrees to submit invoices to the Coroners Office on a monthly basis to obtain payment for services. Invoices must be presented to the Coroner in a format which includes, but not limited to, the following information: (a) the date of work performed; (b) name of decedent of autopsy (full/partial) or consultation provided; (c) a description of the services performed; and (d) the charge for said services.
  - 8) The Pathologists understands and agrees that the relationship of the Pathologist to the Coroner arising out of the agreement shall be that of an independent contractor and Pathologist will not be considered an employee of the Coroner of McHenry County within the meaning or the application of any national, provincial, states or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, social security, industrial accident, labor or taxes of any kind. It is also understood and agreed that Pathologist shall not be considered a McHenry County employee within the meaning or application of the County's employee fringe benefit programs for the purpose of vacations, holidays, pension, health insurance, worker's compensation insurance and liability insurance, unemployment insurance, old age benefits, group life insurance, accidental death, medical, hospitalization, and surgical benefits.
  - 9) Pathologist agrees that as an independent contractor, he or she shall be personally and directly liable for all tax liability that accrues to the Pathologist as a result of payments by McHenry County under any federal, state, or local law. As such, the County shall not take any withholdings from the payments made to the Pathologist's for the purpose of Social Security or federal and state income tax liability.
  - 10) Pathologist shall immediately notify Coroner if Pathologist is served with civil papers for deposition, trial appearance, or as a party in a lawsuit, in connection with a matter relating to Pathologist's services to the County.
  - 11) Pathologist will fully cooperate with the McHenry County Risk Management Department and the McHenry County State's Attorney, should Pathologist be served with civil papers for deposition, trial appearance, or as a party to a lawsuit.
- B) The County Shall:
- 1) Compensate the Pathologist in the amount of \$1,200 for every full autopsy performed, \$600 for partial/external autopsy performed, and \$550 for every case consultation, which are defined as follows:
    - a) A full autopsy is a complete examination of the entire body. (In addition, the interpretation of toxicology, any histology slides of tissues or any special test obtained during autopsy is included in the fee.) Pathologist shall provide statement of cause of death, body chart, initial (if possible) findings and full report.
    - b) Partial Autopsy is limited to a certain body region or organ system as determined by the Coroner. (In addition, the interpretation of toxicology is included in the fee.) Pathologist shall provide statement of cause of death, body chart, initial (if possible) findings and report.
    - c) External autopsy is an external examination of a body but performs no internal examination (organ dissection). (In addition, the interpretation of toxicology is included in the fee.)

Pathologist shall provide statement of cause of death, body chart, initial (if possible) findings and report.

- d) Consultation indicates review of a Coroner case with which the Pathologist was not previously involved and issue an opinion of cause, manner and mechanism of death in a written report (if one is warranted).

Fees not in dispute, County shall make payments to the Pathologist within 30 days of receipt of invoice(s). Invoices will not be paid until each case has received such Pathologist reports and findings. The County reserves the right to withhold payment due Pathologist hereunder for and services the performance and acceptance of which is in dispute.

- 2) Coroner shall provide all equipment, supplies, and facilities necessary for Pathologist to perform autopsy. The pathologist may utilize his/her own equipment if he/she deems it appropriate for the procedure.
- 3) Coroner shall provide on Deputy Coroner to attend all autopsies performed by the Pathologist.
- 4) Coroner shall have tissue, fluid, or other bodily matter collected as part of an autopsy. They will be tested either internally by the Coroner's Office or externally in a lab chosen by the Coroner. Histology slide preparation, if necessary, may be performed at mutually agreed upon laboratory. The Pathologist will be compensated for slide preparation fees if performed by laboratory other than those used by Coroner's Office.
- 5) Coroner shall pay for all testing ordered by Pathologist related to autopsies.
- 6) Coroner shall preserve, store and maintain all evidence and samples arising from autopsies conducted by Pathologist in accordance with Coroner's internal policies and procedures. Slides read by Pathologist shall be returned to the Coroner's Office after the final autopsy report is issued to the Coroner's Office.
- 7) Coroner shall respond to record requests, FOIA requests, and subpoena for documents pertaining to autopsies and work performed by the Pathologist.

C) General

- 1) TERM: This agreement shall run from December 1, 2024 through November 30, 2027, and may be renewed for one additional option year with a written and signed agreement between the County and the Physician. The option year will run from December 1, 2027 through November 30, 2028. All other contract terms and conditions will remain the same unless amended in writing at the time of the option year agreement.
- 2) The Coroner, on behalf of the County, may immediately terminate this agreement for cause and at the sole discretion of the Coroner.
- 3) Either the Coroner, on behalf of the County, or the Pathologist is authorized to terminate this agreement with or without cause upon 90 days written notice to the other party.

- 4) In the event the Pathologists license to practice medicine in the state of Illinois is suspended, revoked or lapsed, or in the event the Pathologist is indicted for, charged under a criminal information for, or convicted of a felony crime, the Coroner, on behalf of the County, shall have the authority hereunder to terminate this agreement immediately, without any prior notice to Pathologist.
  
- 5) The parties agree that this agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this agreement and the services to be provided hereunder shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.
  
- 6) The parties agree that all services shall be performed by Pathologist without direct supervision by the Coroner and the Coroner shall not exercise supervision, control, or direction of Pathologist as to the means and methods for services provided by Pathologist. The Pathologist will not have any authority, express or implied, to commit or obligate the County in any manner. Additionally, the services provided by Pathologist are personal in nature. As such, Pathologist cannot assign, subcontract or otherwise transfer Pathologist's obligations under this agreement without the County's prior written consent.

Executed by the parties hereto on the date(s) indicated:

**McHenry County:**

**Physician:**

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

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

Printed Name: Adam M. Letendre

Printed Name: \_\_\_\_\_

Title: Director of Procurement & Special Services

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

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