

**RESOLUTION APPROVING AGREEMENT WITH CUYAHOGA COUNTY MEDICAL EXAMINER'S OFFICE FOR AUTOPSIES, CORONERS OFFICE**

WHEREAS, Dr. Pamela Lancaster, Ashtabula County Coroner, has presented an agreement for the approval of the Board, to-wit:

**Scope:** agreement to perform autopsy and scientific testing services for Ashtabula County, with the understanding that testing beyond the normal toxicology screens and basic identification methods will require additional services not included in the base rate

**Provider:** Cuyahoga Co. Medical Examiner's Office, 11001 Cedar Ave., Cleveland, OH 44106

**Cost:** base rate of \$2,000.00 per autopsy, **Not to Exceed \$70,000 for 2023**

**Term:** begins retroactive to January 1, 2023 until December 31, 2028; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Agreement as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-58**

**January 19, 2023**

**RESOLUTION APPROVING AGREEMENT WITH CUYAHOGA COUNTY MEDICAL  
EXAMINER'S OFFICE FOR AUTOPSIES, CORONERS OFFICE**

**Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.**

**VOTE:**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

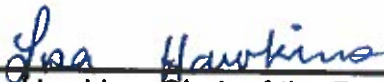
**Aye**

**J.P. Ducro IV**

**Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**AN AGREEMENT**

Between

Cuyahoga County, On behalf of the  
Cuyahoga County Medical Examiner's Office

And

The Coroner of Ashtabula County

This agreement, effective January 1, 2023, by and between Cuyahoga County on behalf of the Cuyahoga County Medical Examiner's Office and the County of Ashtabula. Each party hereto asserts that it has obtained the requisite authority, if needed, to enter into this agreement.

**WHEREAS**, the Cuyahoga County Medical Examiner's Office ("Medical Examiner's Office") provides autopsy and other scientific testing services throughout Cuyahoga County; and

**WHEREAS**, the Medical Examiner's Office has conducted such services for surrounding counties that may or may not have the facilities to conduct such autopsies and/or scientific testing or for other reasons when other counties request the autopsies and testing be conducted by the Cuyahoga County Medical Examiner; and

**WHEREAS**, each surrounding county receiving said services agrees to pay the set fee and/or a per-test fee for additional scientific and identification services that may be required; and

**WHEREAS**, these services offered by the Medical Examiner's Office will benefit the public and result in effective and efficient administration of justice in the region; and

**NOW THEREFORE BE IT AGREED**, that Cuyahoga County, on behalf of the Medical Examiner's Office, and the County of Ashtabula do hereby undertake, both individually and collectively as applicable and pursuant to their respective authority as part of a cooperative effort to expedite the administration of justice for the benefit of the citizens of Northeast Ohio, this agreement in partnership for autopsy and scientific testing services and in furtherance of those efforts, do hereby agree to the following:

## SERVICES

1. County of Ashtabula, through Ashtabula County Coroner Lancaster, may request the Medical Examiner's Office and Dr. Thomas P. Gilson, Medical Examiner, or Morgue Operations Manager as appointed, to perform autopsies and related testing (see attached services and fee schedules).
2. The Medical Examiner's Office shall perform said autopsies and testing in accordance with the established policies and procedures, as set forth in the Standard Operating Procedures Manual.
3. County of Ashtabula, shall agree to the set amount of \$2,000/autopsy through December 31, 2028.
4. If County of Ashtabula chooses not testify on their jurisdictions cases sent to Medical Examiner's Office for autopsy services, the Medical Examiner's Office may make available for testimony, such expert witnesses as required by the nature of testing completed on behalf of the County of at the hourly rate of said experts including travel time, for Criminal cases. Civil cases are subject to additional charges pursuant to Ohio Revised Code 2335.061.
5. Testing beyond the normal toxicology screens and basic identification methods will require additional services, not included in the set rate above. Such additional testing shall be identified and determined by the Cuyahoga County Medical Examiner and the Ashtabula Coroner, and will be subject to the additional fees as set forth by the attached schedule of fees.

## ENTIRE AGREEMENT AND MODIFICATION

1. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

## INDEMNITY/INSURANCE

1. The County of Ashtabula and the County agree that neither entity can or will indemnify the other as both entities are political subdivisions and are prohibited by law from entering into an indemnification agreement. Accordingly, the County of and the County agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of this Agreement. No provision of this Contract or any other contract or agreement between the County of Ashtabula and the County may be interpreted to obligate the County to indemnify the County of or any other party.
2. The County of Ashtabula and Cuyahoga County further agree that each will maintain and carry sufficient and appropriate liability insurance relative to the duties and obligations under this Agreement.

## TERM & TERMINATION

1. For purposes of this agreement, term is January 1, 2023 and ending December 31, 2028, unless otherwise specified and agreed to in writing.
2. This agreement may be terminated earlier under the following circumstances:
  - a. Formal action by the legislative and/or executive authorities of either party; or
  - b. By a finding of a Court of competent jurisdiction that this agreement, in full or in part, is illegal or unenforceable.

Copies of this agreement shall be transmitted as follows:

Dr. Pamela Lancaster  
Coroner  
25 W. Jefferson St.  
Jefferson, Ohio 44047

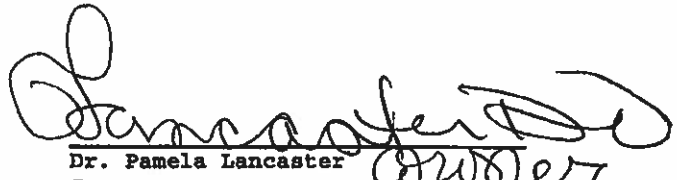
Dr. Thomas P. Gilson  
Medical Examiner  
11001 Cedar Avenue  
Cleveland, OH 44106


**SIGNATURE**

Agreed to and accepted by:

\_\_\_\_\_  
Chris Ronayne  
County Executive  
Cuyahoga County

\_\_\_\_\_  
Legal (Cuyahoga County)

  
\_\_\_\_\_  
Dr. Pamela Lancaster  
Coroner  
County of Ashtabula

  
\_\_\_\_\_  
Legal (County of Ashtabula)

  
\_\_\_\_\_

Casey Kozłowski, President

  
\_\_\_\_\_

Kathryn Whittington, Vice-President

  
\_\_\_\_\_

J. P. Ducro IV, Commissioner

Date: 1-19-23

**2023-24 FEE STRUCTURE  
CUYAHOGA COUNTY REGIONAL FORENSIC SCIENCE LAB**

**NOTE:** All testing options are available to all local state and federal justice agencies at cost; rates for negotiated contracts may differ  
All services come with Expert testimony for Criminal trials included at no additional cost; there is a charge for testimony in Civil cases at a rate of \$500/hr.

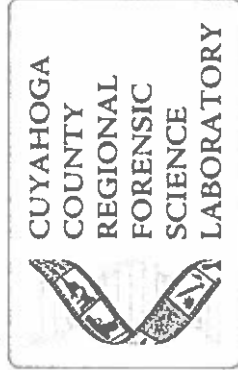
**Series**

**A Serology screen** (Hemastix on clothing, swab, etc.) **\$100**; **GSR** (clothing, surfaces, etc) **GSR analysis** (muzzle to target distance on clothing); **\$100** (per item of clothing); **Alcohol panel \$75**; **Indiv. Drug Analysis SCREEN, CONFIRM & QUANT (Blood or Urine - Cannabinoids, Cocaine, Opiates, Amphetamines, Benzodiazepines, PCP) \$100**

**B Serology screen (Hemastix for rape kit - DNA separate) \$300**; **GSR Testing** (gunshot residue- on body) **\$200**; **Imprint/Impression compare \$350 per**; **Unknown Material ID - microscopic exam \$350** (per sample); **Urine Drug Screen \$300** (Cannabinoids, Cocaine, Opiates, Amphetamines, Benzodiazepines, PCP) and some Therapeutics; **Blood Drug Screen \$400** SCREEN, CONFIRM, QUANT TriCyclics (Fentanyl, Barbituates, Meth, Oxycodone, Methadone, Carisprodol, Cannabinoids, Cocaine, Opiates, Amphetamines, Benzodiazepines); **Drug Chemistry Analysis \$400** (less than 5 samples, more than 5 - \$200/hr.); **Standard Autosomal DNA STR Profile \$250**; **NIBIN or Test firing \$250**; **Comparisons by microscope \$400** (casing to casing)

**C Latent print examination and Comparison \$600** (multiple samples or complex cases \$200/hr); **Vehicle evidence collection \$600** (per vehicle); **Comprehensive Drug Screen Blood or Urine** (for Alcohol, Ilicit Drug abuse and therapeutics) **\$650 for SCREEN, CONFIRM & QUANT**; **Blood & Urine \$775** (For DFSA add \$75 for each - includes Benzo analysis and GHB analysis upon request); **DNA Autosomal STR Profile - \$750** Differential sample; **\$600** hair sample; **\$500** other sample; **Comparisons by microscope \$600** (gun to bullet or casing); **Full test fire, comparison and analysis \$800**

**D DNA Y-STR \$1200**; **Minifilers \$1750**; **Autosomal STR Profile \$1100** (Bone & Tooth);



Services listed are the standard menu of services. Prices are for non- Cuyahoga County municipal/community clients requesting services.



CUYAHOGA COUNTY  
MEDICAL EXAMINER'S OFFICE

Thomas P. Gilson, M.D.  
11001 Cedar Avenue  
Cleveland, Ohio 44106

*A National Association of Medical Examiner's (N.A.M.E.) accredited office.*



November 15, 2022

Dr. Pamela Lancaster  
Ashtabula Coroner  
25 W. Jefferson St.  
Jefferson, OH 44047

Dear Coroner Lancaster,

The Cuyahoga County Medical Examiner's Office (CCMEO) is providing the new contract for autopsy services. The continued pressures of the pandemic, the continuing Opioid crisis and rising homicide rates we are all facing has now strained the entire death investigation system in Ohio.

As previously discussed, please be advised that as of January 1, 2023, the cost for an autopsy to be performed by this office, on behalf of any outside agency, will be **\$2,000.00**. This will include the autopsy, body handling at intake and release, identification through fingerprints, and basic toxicology screens. Further costs for court testimony will also now be separately billed, if there is an insistence for our staff to travel for court and not utilizing the coroner of jurisdiction.

Any additional testing, deemed vital to completing the case by this office, must be communicated prior to the ordering of any such testing. Both you and I will need to jointly agree upon an appropriate course of action. It is unfortunately, unavoidable, that ensuring our costs for adequate medical staffing levels to maintain accreditation standards and laboratory testing are appropriately remunerated with regard to very complex testing. A 2023 forensic pricing guide is included.

The option for Toxicology panels to be done without the need and expense of body transport will continued at the following costs: **Option I** (full panel blood or urine plus NPS by LC/MS) for **\$675**; and **Option II** is **\$875** (for full panel, blood and urine with DFSA). I will monitor expenses to you and CCMEO as we proceed to make sure this approach does not result in unintended price increases.

If you have any questions regarding this new policy and agreement, please do not hesitate to contact me directly or my Director of Operations, Hugh B. Shannon. We look forward to our continued partnership in providing quality death investigation and forensic services to Northeast Ohio.

Sincerely,

Thomas P. Gilson, MD  
Medical Examiner

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.006.100-601 Coroner's Contract Services

Not to exceed: \$18,000.00

\*\*(the total contract amount is \$70,000 for 2023, but we are in a temporary budget and can only approve the 1<sup>st</sup> quarter)

for the 1<sup>st</sup> quarter of the year 2023 and free from any previous encumbrances.

Agreement Title: Coroner's Autopsy Contract with Cuyahoga County.



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: January 17, 2023