

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Bennet Omalu Pathology, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Forensic Pathology Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A      Definition of Services
- Exhibit B      Payment Terms
- Exhibit C      Insurance Requirements
- Exhibit D      Mendocino County ePayables Information
- Appendix A    Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The term of this Agreement shall be from December 1, 2024 (the "Effective Date") and shall continue through November 30, 2027.

The compensation payable to CONTRACTOR hereunder shall not exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) for the term of this Agreement, or Eight Hundred Thousand Dollars (\$800,000) per year. This Agreement may be extended on its same terms and conditions for two (2) additional one (1) year periods, upon written mutual agreement by CONTRACTOR and COUNTY.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

John Magnan  
John Magnan (Sep 25, 2024 11:43 PDT)  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted:  Yes  No

Budget Unit: 2310

Line Item: 862185

Grant:  Yes  No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: Maureen Mulheren  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 10/22/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 10/22/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 10/22/2024

**INSURANCE REVIEW:**

By: Darcie Antle  
Risk Management

Date: 09/23/2024

**CONTRACTOR/COMPANY NAME**

By: Benet Omalu P.C.

Date: 09/25/24

**NAME AND ADDRESS OF CONTRACTOR:**

Bennet Omalu Pathology

1621 Executive Court

Sacramento, CA 95864

Ph: (279) 345-1300

Em: bennetomalu@bennetomalu.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: Brina Blanton  
COUNTY COUNSEL

Date: 09/23/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Christopher  
Deputy CEO or Designee

Date: 09/23/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed  EB 24-176

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
  - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
  - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal Office

To CONTRACTOR: Bennet Omalu Pathology  
1621 Executive Court  
Sacramento, CA 95864  
Attn: Dr. Bennet Omalu

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
  - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
  - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
  - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in

the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Forensic Pathology Services shall not exceed \$2,400,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No

supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
  - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this

Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT A

### DEFINITION OF SERVICES

A. CONTRACTOR shall provide the following services:

Upon request of the Sheriff or designee, CONTRACTOR shall perform the services described herein:

1. Case Evaluation: CONTRACTOR shall provide case evaluation services and shall consult with investigators, family members of decedents and private medical doctors at the request of an authorized representative of the Sheriff's Office to assist in determining whether specific cases require Coroner inquiry, pursuant to Government Code Section 27491.
2. External Exam: CONTRACTOR shall perform external examinations of the decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the California Death Registry. External examination may include viewing of the body, examining medical records, medical history and similar information. If such external examination reveals questions or issues that in the opinion of CONTRACTOR require an autopsy to be performed, CONTRACTOR shall immediately advise the Sheriff's Office representative concerning the need for an autopsy. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Sheriff's Office.
3. Case Consultation: CONTRACTOR shall perform case consultation services on an "as needed" basis, including medical record and laboratory results review, investigative report review and case analysis, which may or may not involve external examinations. Informal opinions (those requiring 15 minutes or less work) shall be provided by CONTRACTOR to the COUNTY personnel and shall not incur fees. In the event that CONTRACTOR estimates that the consultation will require in excess of 15 minutes of work, CONTRACTOR shall notify the COUNTY in writing and then CONTRACTOR and COUNTY personnel shall mutually agree upon the scope and estimate of work prior to commencement of the review. Such extensive reviews shall be invoiced per the hourly consultation fees provided in Exhibit B.
4. Autopsy: CONTRACTOR shall perform autopsies when determined necessary by an authorized representative of the COUNTY. CONTRACTOR shall advise COUNTY on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include the following:
  - a. Triage: CONTRACTOR shall participate in case triage discussions.

- b. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of the case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing the autopsy.
  - c. Explanation of Procedures: If authorized by the COUNTY, CONTRACTOR shall explain autopsy procedures and respond to questions during the autopsy.
  - d. Education: CONTRACTOR may provide education to COUNTY personnel during such autopsies, provided it does not interfere with the performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by CONTRACTOR and the party requesting such services.
5. Laboratory Testing: CONTRACTOR shall order toxicological, bacteriological, serological or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The CONTRACTOR shall select the laboratories and pay for such laboratory services. The COUNTY shall use the CONTRACTOR's preferred histology lab.
6. On Scene Examination: CONTRACTOR shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours, when requested by an authorized representative of the COUNTY.
7. Examination Report: CONTRACTOR shall use its best effort to provide a complete, digital, final report within ninety (90) calendar days after date of autopsy. The timing is dependent, at times, on tests performed by third-party organizations that impact CONTRACTOR's ability to complete the report. In the event CONTRACTOR is unable to provide the final report to COUNTY within ninety (90) calendar days, CONTRACTOR shall promptly notify COUNTY and explain the reason for delay. The report must contain the following information:
- a. Basic demographic information on the deceased, including:
    - i. Name
    - ii. Case number
    - iii. Date of birth
    - iv. Date of death
    - v. Time confirmed deceased
    - vi. Age, gender and race
    - vii. Place of death
  - b. Other information shall include:

- i. Date and time of autopsy
    - ii. Name of forensic pathologist performing the autopsy
    - iii. Name of autopsy technician(s) assisting with the autopsy
    - iv. Name of any other person present at the autopsy
  - c. The autopsy narrative shall contain the following sections:
    - i. External examination
    - ii. Internal examination
    - iii. Microscopic examination
    - iv. Forensic photography
    - v. Other specialized studies
    - vi. Toxicology reports
    - vii. Other laboratory and/or forensic neuropathology reports (if and when present)
8. Sudden Unexpected Infant Death Case (SUID): CONTRACTOR shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of SUID cases.
9. County Committee Meetings: CONTRACTOR shall attend meetings associated with the County-wide Child Death Review and Domestic Violence Death Review committees, as requested by COUNTY, unless unable to attend due to unforeseen illness, mandatory appearance requirements or other emergency or urgent circumstances preventing attendance. COUNTY shall schedule no more than one such meeting per month.
10. Business Meetings: CONTRACTOR shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. COUNTY shall schedule no more than one such meeting per month.
11. Expert Witness: CONTRACTOR shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which CONTRACTOR has conducted an examination or provided other services pursuant to this Agreement. The COUNTY or other entity or individual requesting the appearance of CONTRACTOR shall pay any fee as may be agreed upon with CONTRACTOR, or as provided by law for such appearance. Testimony or deposition services shall not be provided until suitable fee arrangements have been made.
12. Anatomical Gifts: CONTRACTOR shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the California Uniform Anatomical Gift Act; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling

under the jurisdiction of the Coroner; and advise the Sheriff's Office representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.

13. Staff Training: CONTRACTOR shall provide education and training services for COUNTY personnel as may be mutually agreed upon by CONTRACTOR and the COUNTY. Such services may include, but are not necessarily limited to, instructing personnel, particularly the Investigations and Coroner Bureau Detectives, regarding medical safety issues or information required by the pathologist for effective evaluation of Coroner cases.

14. Tissue Retention: CONTRACTOR shall:

- a. Take archival stock tissue samples for every autopsy, fixed in formalin and stored. Archival body fluid samples, including whole blood, vitreous humor, bile, urine and gastric contents will be taken for every autopsy, when available, and stored in a refrigerator.
- b. Blood spots on a DNA card will also be taken on every autopsy and stored.
- c. Harvest the whole brain in specific types of cases and fix in formalin for forensic neuropathologic examinations, as stipulated by the established standards and guidelines of autopsy practice and autopsy pathology. Such cases that would require forensic neuropathologic examination may include, but are not limited to:
  - i. Seizure disorder and epilepsy cases
  - ii. Child abuse and abusive head trauma cases
  - iii. Elder abuse and neglect cases
  - iv. In-custody and police involved deaths
  - v. Homicidal assault and traumatic brain injury cases
  - vi. Therapeutic misadventures and complications cases
- d. Assure that every sample of body fluid or tissue removed from the body, including tissue histology slides and tissue paraffin blocks, will be handled, managed, preserved, stored and disposed of, according to the established standards and guidelines of the College of American Pathologists and the National Association of Medical Examiners.
- e. Assure that chain of custody guidelines and principles, as required by the COUNTY, will be implemented and administered on every autopsy sample and specimen. Chain of custody documentations, using industry standards and best practices, shall be made and kept on each and every death case, autopsy and sample removed at an autopsy.

15. Prior Case Review: CONTRACTOR shall perform a review, written report, and/or expert testimony of cases where a pathologist not associated with CONTRACTOR performed the exam.
16. Staffing: In order to adequately meet the COUNTY's standard and forensic pathologist needs, CONTRACTOR shall, in the event they cannot attend, secure a suitable replacement pathologist to cover in their absence. CONTRACTOR agrees to consult with COUNTY, prior to such coverage, on the suitability of the proposed replacement pathologist.
17. Availability: CONTRACTOR shall be available during normal business hours and off hours to consult with representatives of the COUNTY regarding Coroner activities.
18. Laboratory Services: CONTRACTOR shall provide direct payment to authorized laboratory contractor(s) for services ordered. CONTRACTOR will bill COUNTY, as per Exhibit B.
19. Histology Services: CONTRACTOR shall provide direct payment to authorized histology contractor(s) for services ordered. CONTRACTOR will bill COUNTY, as per Exhibit B.
20. Autopsy Supplies: CONTRACTOR shall provide all types of supplies for performing autopsies, handling and processing tissue and bodily fluid samples, for example, specimen tubes and DNA cards. CONTRACTOR will bill COUNTY the total purchase price with attached invoice or receipt of purchase, as per Exhibit B.
21. Operational Supplies: CONTRACTOR shall provide all needed office-type supplies, for example, paper, pens, etc.

B. COUNTY shall have the following responsibilities under this Agreement:

1. Facility/Equipment: COUNTY shall provide equipment and maintain a facility in which autopsies, and any other post-mortem examinations are to be performed.
2. Conflict of Interest Cases: COUNTY shall obtain and pay for the services of another pathologist, of COUNTY's choice, if such services are deemed necessary by the COUNTY particularly for deaths presenting a potential conflict of interest.
3. Forensic Contractors: COUNTY shall obtain and pay for contractors in forensic anthropology, forensic odontology, and any other specialty as deemed necessary by the COUNTY for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded. COUNTY shall utilize

CONTRACTOR's preferred specialists, if appropriate and available and if approved by the COUNTY.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

A. COUNTY shall pay CONTRACTOR per the following instructions:

1. Free Services and Waived Fees:

CONTRACTOR will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that CONTRACTOR and COUNTY are partners in service. CONTRACTOR shall charge for only direct autopsy-related services, with no billing for administrative services.

- a. Transportation to and from Mendocino County
- b. Training and continuing medical education (maximum of 4 sessions per year. If greater than 4 sessions in one year, \$500 per hour will be billed to COUNTY)
- c. COUNTY administrative and committee meetings (maximum of 6 meetings per year. If greater than 6 meetings in one year, \$500 per hour will be billed to COUNTY)
- d. Transcription services: No Charge
- e. Doctor trip fees: No Charge
- f. Weekly operational supplies: No Charge
- g. Autopsy technician service for tissue grossing: No Charge

2. Direct Autopsy Services: CONTRACTOR will not charge COUNTY different and higher autopsy fees for different types of full autopsies, including homicide and infant autopsies. CONTRACTOR does not differentiate types of autopsies based on the type of case or age of the deceased. All full autopsies shall be billed at the same cost. This will save the COUNTY \$500 per homicide and infant autopsies.

- a. Full Autopsy: \$1,800 per case
- b. Partial or Targeted Autopsy: \$1,500 per case
- c. External Autopsy: \$1,000 per case
- d. Medical Records Review: \$500 per case
- e. Microscopic Examination: \$300 per case
- f. Autopsy Tissue Histology (hematoxylin and eosin): \$150 per case
- g. Autopsy Technician Fee: \$350 per case
- h. Specimen handling, processing, storage and transportation: \$50 per case
- i. Autopsy Tissue Immunohistochemistry (all types): \$109 per slide
- j. Specialized Autopsy Tissue Histochemistry (all types): \$109 per slide

- k. Review of prior or archival cases and autopsies: \$500 per hour (maximum of \$3,000 per case)
  - l. Scene visits and scene investigations: \$500 per hour
3. Forensic Neuropathology Services: The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, CONTRACTOR also performs specialized immunohistochemical stains that provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving seizure disorders, sudden death in epilepsy, excited delirium, child abuse, elder abuse, physical homicidal assaults, sudden death in an infant or child, intra-operative deaths, etc. This rate is a highly discounted rate. CONTRACTOR charges a fee of \$7,500 to \$15,000 for forensic neuropathology examination of cases sent from universities, coroners and medical examiners from across the United States. CONTRACTOR is reducing this rate by 60-80% for COUNTY because of the contractual relationship shared.
- a. Whole brain examination with or without spinal cord, pituitary gland and dura mater: \$2,300 per case
  - b. Brain tissue histology: \$350 per case
  - c. Brain immunohistochemistry (all types): \$109 per slide
  - d. Specialized brain histochemistry (all types): \$109 per slide
4. Specialized Tissue and Body Fluid Testing and Laboratory Analysis: Each test, including mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis, shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from CONTRACTOR.
- a. COUNTY shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from CONTRACTOR.
  - b. The "per unit" cost of these tests are not available and cannot be determined. There are many laboratories across the United States that CONTRACTOR uses and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all possible tests performed by different laboratories. Most of the tests cost from several tens of dollars to several hundreds of dollars. Very few tests may cost one thousand dollars or more, but no test has ever cost more than \$2,500. The most expensive types of tests are rarely, if ever, performed. For example, a comprehensive test panel for elements and metals and a full genome analysis will each cost about \$2,000 to \$2,500.

5. Specialized Tissue Reagents and Chemicals: These are all types of specialized tissue reagents and chemicals that are not used routinely. For example, Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used. COUNTY shall be billed the total purchase price with attached invoice or receipt of purchase.
6. Autopsy Supplies: These are all types of supplies for performing autopsies, handling and processing tissue, and bodily fluid samples, i.e. specimen tubes and DNA cards. CONTRACTOR will bill COUNTY the total purchase price with attached invoice or receipt of purchase.
7. Expert Witness, Consultations and Testimonies:
  - a. Testimony (preliminary hearing, grand jury and trial): \$500 per hour
  - b. Pre-trial office or telephone conferences and consultation: \$500 per hour
  - c. Trial preparation and research: \$500 per hour
  - d. Composition of all types of reports: \$500 per hour
  - e. Waiting time in court: \$250 per hour
8. Submission of Invoices: Invoices will be submitted by CONTRACTOR to the designated Sheriff-Coroner's Office e-mail address as stated in Exhibit B on a bi-weekly basis, by the 15<sup>th</sup> of every month, and by the last day of every month, for autopsies that have been performed and other services provided. Payments are expected within 30 days of receipt of all invoices.
9. Professional fees may be amended or revised for changes in market rates or increases in cost of living and cost of services, as needed.
10. CONTRACTOR will submit invoices addressed to:

Mendocino County Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal Office  
or  
via e-mail to: [accounting@mendocinosheriff.org](mailto:accounting@mendocinosheriff.org)

11. Payments shall not exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) for the term of this Agreement or Eight Hundred Thousand Dollars (\$800,000) per year.
12. CONTRACTOR shall not be required to perform services that would exceed the maximum compensation payment under this Agreement unless the contract has been amended by mutual agreement of both parties.

[END OF PAYMENT TERMS]

## EXHIBIT C

### INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [auditorap@mendocinocounty.gov](mailto:auditorap@mendocinocounty.gov)

**Appendix A**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

**Bennet Omalu**

(Type Name)

**President**

(Title)



(Signature)

**Bennet Omalu Pathology**

(Organization Name)

1621 Executive Court  
Sacramento, CA 95864

(Organization Address)

**09/25/24**

(Date)