

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of September 12, 2017, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Regional Pathology and Autopsy Services, Inc., 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, autopsy and related 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 September 15, 2017 through September 14, 2020.

The compensation payable to CONTRACTOR hereunder shall not exceed Nine Hundred Thousand Dollars (\$900,000) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 86-2185

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

By:

NAME AND ADDRESS OF CONTRACTOR:

Regional Pathology & Autopsy Services

P.O. Box 1703

San Leandro, Ca. 94577

EM: info@regionalpathology.com

COUNTY OF MENDOCINO

By:

JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

SEP 13 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

SEP 13 2017

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

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By:

Deputy

INSURANCE REVIEW:

RISK MANAGER

By:

ALAN D. FLORA, Risk Manager

SEP 13 2017

FISCAL REVIEW:

By:

Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By:

CARMEL J. ANGELO, Chief Executive Officer

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

Exception to Bid Process Required/Completed ☒

Mendocino County Business License: Valid ☐ 3/21/17 BOS exempt

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:** CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, liabilities and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in

connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities and losses occurring or resulting or alleged to be occurring or resulting to any person firm or corporation for damage, injury or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities or losses arise 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.
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.
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 agrees to provide to a private, not-for-profit, successor and if there is none then 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 ways 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.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

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: COUNTY OF MENDOCINO.
Sheriff Office 951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal

To CONTRACTOR: Regional Pathology and Autopsy Services
P.O. Box 1703
San Leandro, Ca. 94577
ATTN: Charles Comer

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 laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - 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, , disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

- 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, 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 and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
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:** Notwithstanding any other provision of this agreement, should COUNTY or CONTRACTOR, at any time and without cause, either party shall have the right to terminate this agreement by giving written notice of such termination, stating the effective date and presenting such notice of termination at least sixty (60) days in advance of such effective date. Notwithstanding any other provision of this agreement, should COUNTY or CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, such failure shall be deemed a default of this agreement. In such an event, the non-defaulting party shall provide the defaulting party with written notice of the specific default(s). The defaulting party shall then have ten (10) days following receipt of such notice to cure the default(s) to the non-defaulting party's satisfaction. If the defaulting party fails to cure the default(s) to the non-defaulting party's satisfaction within the same time period, the non-defaulting party shall have the right to unilaterally terminate this agreement by providing an additional ten (10) days written notice to the defaulting party. In the event of termination CONTRACTOR, within fourteen (14) days following the date of termination, shall deliver to the COUNTY all materials and work product and shall submit to COUNTY an invoices showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination. Upon termination of this agreement by COUNTY, CONTRACTOR shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination.

Said payment shall be computed in accordance with Exhibit B, hereto, provided that the maximum payable to CONTRACTOR for its services as listed in Exhibit A, shall not exceed Nine Hundred Thousand Dollars (\$900,000).

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.
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. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - 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 on 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. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or

perform some affirmative act in order to continue using the CONTRACTOR Products.

- b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
- c. 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.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

////////////////////////////////[END OF GENERAL TERMS AND CONDITIONS]////////////////////////////////

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Responsibilities of CONTRACTOR:

Upon request of the Sheriff-Coroner 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 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 fee 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:

EXHIBIT A
DEFINITION OF SERVICES – page 2

- 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 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 the COUNTY personnel during such autopsies, provided it does not interfere with 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 COUNTY shall select the laboratories and pay for such laboratory services. CONTRACTOR shall provide the name of its preferred histology lab specializing in autopsy tissue processing, but COUNTY shall be under no obligation to utilize CONTRACTOR's preferred lab. The COUNTY shall use the CONTRACTOR'S preferred histology lab only, or that preferred by the pathologist.
6. Transcription: CONTRACTOR shall provide transcription services.
7. 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.
8. Examination Report: CONTRACTOR shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
- a. Name of individual tested, identifying information (such as age, sex and other vital statistics) and applicable Coroner case number.

EXHIBIT A
DEFINITION OF SERVICES – page 3

- b. Date external examination concluded or date and time of autopsy.
 - c. Description of external examination of individual/records.
 - d. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports completed by UFS attached); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by CONTRACTOR.
 - e. Summary of relevant historical and scene information (when appropriate), results/findings from examination performed and determination of probable cause of death.
 - f. Any other information required by applicable state/federal laws or regulations.
 - g. Signature of forensic board eligible pathologist licensed to practice medicine in the State of California. Board certified forensic pathologists will be made available for prosecutable cases.
9. Report Delays and Penalty: If CONTRACTOR does not provide a final report within the time frame specified in item 8, the COUNTY may impose a penalty by reducing the payment due on the next invoice as follows:
- a. Autopsy report (full procedure): \$100 per 30 calendar day period past due, up to value of report payment.
 - b. External examination report: \$32.50 per 30 calendar day period, up to value of report payment.
 - c. In cases in which CONTRACTOR determines that additional time is needed to complete the autopsy report, CONTRACTOR shall notify COUNTY prior to the expiration of the timeframe specified in item 8, specifically the Mendocino County Sheriff's Office Coroner's Division, that additional time is needed and Sheriff-Coroner or designee can determine whether an extension of time is needed.
10. Sudden Unexpected infant Death Case (SUID): CONTRACTOR shall perform procedures necessary to comply with Government Code Section 27491.41 or

EXHIBIT A
DEFINITION OF SERVICES – page 4

any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.

11. County Committee Meetings: CONTRACTOR shall attend meetings associated with the County-wide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, 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 through the CONTRACTOR's main office.
12. Business Meetings: CONTRACTOR shall attend meetings that are related to the legal or public health functions of the Sheriff Office when deemed necessary by an authorized representative of the Sheriff Office. COUNTY shall schedule no more than one such meeting per month through the CONTRACTOR's main office.
13. 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.
14. 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 Office representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
15. 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 Investigations and Coroner Bureau Detectives, regarding medical safety issues or information required by the pathologist for effective evaluation of Coroner cases.

EXHIBIT A
DEFINITION OF SERVICES – page 5

16. Advice/Retention: CONTRACTOR shall advise the COUNTY concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
17. Chain of Custody: CONTRACTOR shall maintain evidence chain of custody, as required by the COUNTY, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
18. 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.
19. Minimum Staffing: In order to adequately meet the COUNTY's forensic pathologist needs, CONTRACTOR shall assign one primary pathologist to the Sheriff Office. Additional part-time or temporary pathologists shall be assigned as deemed necessary by the CONTRACTOR.
20. Availability: CONTRACTOR shall be available during normal business hours and off hours to consult with representatives of the COUNTY regarding Coroner activities.
21. Operational Supplies: CONTRACTOR shall provide supplies and equipment necessary, for their staff, to conducting required examinations. This includes, but is not necessarily limited to protective supplies, (e.g. gowns, gloves aprons, face shields, boots and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g. syringes, scalpels, scissors, forceps, chisels, knives, saws and photographic film); and cleaning supplies (e.g. soaps, detergents and disinfectants). Such expenses shall be invoiced as part of CONTRACTOR's regular weekly invoice.

Responsibilities of COUNTY:

COUNTY shall have the following responsibilities under the Agreement:

1. Facility/Equipment: COUNTY shall provide equipment and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
2. Forensic Assistant: COUNTY shall provide a forensic assistant to support the performance of autopsies (specific work hours to be established by mutual agreement of CONTRACTOR and the COUNTY). In special situations, mutually agreed, forensic assistants may be provided by the CONTRACTOR at the rate listed in Exhibit B, Pathology Service Rates.
3. Laboratory Services: COUNTY shall provide direct payment to authorized laboratory contractor(s) for services ordered.
4. Histology Services: COUNTY shall provide payment to authorized laboratory contractor(s) for services ordered.

EXHIBIT A
DEFINITION OF SERVICES – page 6

5. Additional Pathologists: COUNTY shall provide payment for additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident.
6. 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.
7. Forensics Contractors: COUNTY shall obtain and pay for contractors in forensic neuropathology, forensic anthropology, forensic odontology and any other specialty as may be 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 use of CONTRACTOR's specialists are approved by the COUNTY.
8. Specimen/Tissue Storage: County shall provide for the storage of specimens and tissue samples that CONTRACTOR considers necessary to retain as evidence or for further testing.

////////////////////////////////////END OF EXHIBIT A, DEFINITION OF SERVICES////////////////////////////////////

EXHIBIT B

PAYMENT TERMS

COUNTY shall pay CONTRACTOR per the following instructions:

1. **Rates: the following rates shall apply for the term of this Agreement:**

Service (unless specified by hour)	Fee per case
Autopsy – full, standard	\$1,850
Autopsy – homicide	\$2,300
Autopsy – infant	\$2,300
Autopsy – partial	\$1,200
External examination	\$670
Examination at scene	\$500 per hour
Case review, consultation, training or expert witness \$500 per hour testimony	

Additional Services

Service	Fee
Neuropathology consultations	\$2,000 per case
Transcription	\$75 per report
Forensic Technician	\$350 per autopsy
Doctor Trip Fee	\$175 per day working in Mendocino County
Extra/Emergency Personnel Trip Fee	\$175 per day of work in Mendocino County. Extra/Emergency personnel shall only be used with the prior approval of the Sheriff-Coroner or designee.
Operational Supplies	\$324 per week

EXHIBIT B
PAYMENT TERMS page 2

Histology Fee Schedule:

Immunohistochemical Stains. Unless otherwise indicated, each of the following is \$60:

- Actin (muscle specific)
- Actin (smooth muscle)
- Alpha fetoprotein (AFP)
- Alpha-1 antitrypsin
- BCL-2 (oncoprotein)
- BCL-6
- Beta-amyloid (Alzheimer's)
- B lymphocyte antigen 36 (BLA-36)
- BG-8 \$80
- Breast carcinoma B72.3
- Breast tumor-associated glycoprotein
- BrdU (Bromodeoxyuridine)
- B.R.S.T. -2
- B.T.A.G. 323/A3
- Bombesin
- CA 125 (ovarian tumor marker)
- CA 15-3 (breast tumor marker)
- CA 19-9
- Calcitonin
- Calretinin
- Calponin
- Carcinoembryonic antigen (CEA)
- CD 1a
- CD 3 (T cell)
- CD4
- CD5 T CELCD-7
- CD 8
- CD 10
- CD 11b
- CD 15 (Reed Sternberg cell)
- CD 20 (B cell) (L26)
- CD 23
- CD 30 (Hodgkins)
- CD 31 endothelial cell
- CD 33 myloid
- CD 34 hematopoietic progenitor cell, class II (Leukemias, endothelial cell)
- CD 40
- CD 43
- CD 45 (L.C.A.)
- CD 68 (macrophage)

EXHIBIT B
PAYMENT TERMS page 3

- CD 95 (APO/1 Fas, DX2)
- CD 117 (stem cell factor receptor)
- CD 138
- Chorionic gonadotropin (HCG)
- Collagen type III, IV
- Chromogranin A
- Cyclin D1
- Cytokeratin (PAN)
- Cytokeratin (clone 34BE12) high mo. Wt. (prostate)
- Cytokeratin 5/6
- Cytokeratin 7
- CK 10
- Cytokeratin 17 basal cell
- Cytokeratin 18
- Cytokeratin 20
- Cytomegalo virus (CVM)
- D2-40
- Desmin
- E-cadherin
- **Estrogen receptor ER \$80**
- Endothelial cell
- Epithelial membrane antigen (EMA)
- Factor VIII-related antigen
- Gastrin
- Glial fibrillary acidic protein (GFAP)
- Growth Hormone – human (HGH)
- Helicobacter pylori
- Hepatitis B surface antigen (HBsAg)
- Herpes simplex virus I & II
- HMB 45 melanoma
- HPV papilloma virus
- Human glomerular epithelial cells
- Inhibin
- Insulin
- KI 67 (proliferative tumor cell)
- Kappa
- Lambda
- Leukocyte common antigen (LCA/CD45)
- Lysozyme
- Macrophage (LN5)

EXHIBIT B
PAYMENT TERMS page 4

- Macrophage (D11)
- MAC 387 myeloid/hisicyte
- Malignant melanoma (HMB45)
- Melan-A
- Melanoma-associated antigen (NKI/C-3)
- Mesothelial cell HBME-1
- Milk fat globule protein (MAM-6)
- Myoglobin
- Myosin
- Neurofilaments
- Neuron specific enolase (NSE)
- **Progesterone receptor PR \$80**
- P16
- P504S prostate
- P53 protein
- P63 protein
- Papilloma virus (HPV)
- Parathyroid hormone
- PCNA (PC10) proliferating cell nuclear antigen
- Placental lactogen, human (HPL)
- Pneumocystis carinii
- Prostate specific antigen (PSA)
- Prostatic acid phosphatase (PSAP)
- S100
- Serotonin
- Synaptophysin
- Thyroglobulin
- TTF-1 thyroid transcription factor
- Toxoplasma gondii
- WT1 Wilm's tumor
- Vimentin

Routine special stains. Unless otherwise indicated, each of the following is \$35.

- AFG
- Argentaffin
- Argyophil
- Amyloid
- Alcian blue
- Amniotic fluid embolism

EXHIBIT B
PAYMENT TERMS page 5

- Bile
- Carcinoid tumor
- Copper
- Calcium
- Elastic fiber
- Fite – lepra bacilli
- Gram
- Hyaluronidase
- Trichrome
- Legionella
- Pneumocystis
- Cat scratch
- Giemsa
- Iron
- Myelin
- Mucicarmin

EXHIBIT B
PAYMENT TERMS page 5

- Methyl green pyronine
- Melanin
- Mast cells
- Melanin bleach
- PTAH
- PAS
- PAS – digestion method
- Reticulum
- Testicular
- GMS
- Spriochetes
- Alzheimer's disease
- Nerve and nerve-ending stains
- Fat stain (using osmium tetroxide on formalin fixed tissue)

Other Histology Fees Each

H&E stain per block	\$15.00
Additional slides, re-cuts or levels from same block	\$10.00
Measured levels from tissue block	\$11.50
Tissue processing and blocking only	\$10.00
Special Stains	\$ 35.00
Osmium fat stains	\$100.00
Pick-up and delivery	\$50.00
Shipping	\$50.00
Slide tray containers	\$15.00

2. Invoices will be issued weekly by the CONTRACTOR and are due within 30 days of receipt. A finance fee of 1.5% will be assessed to invoices over 30 days overdue. The CONTRACTOR reserves the right to withhold services in the event of non- payment of invoices. CONTRACTOR shall send invoices to:

Mendocino County
Sheriff-Coroner Office
951 Low Gap Rd.
Ukiah, Ca. 95482
Attn: Fiscal

3. Payment under this agreement shall not exceed Nine Hundred Thousand Dollars (\$900,000) for the term of the agreement.

//////////////////////////////////// [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 furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- 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.

////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. 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 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 payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6860.

Additional information regarding the Bank of America Program is also available at:

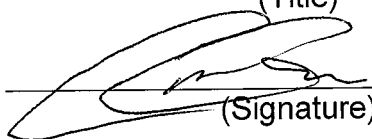
http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

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 offense 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.

<u>CHARLES COMER</u>	<u>Regional Pathology & Autopsy Services</u>
(Type Name)	(Organization Name)
<u>CEO</u>	<u>P.O. Box 1703</u>
(Title)	<u>San Leandro, Ca. 94577</u>
	<u>(Organization Address)</u>
(Signature)	<u>08/11/2017</u>
	(Date)