

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

This agreement ("Agreement"), dated as of July 1, 2022 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Kimi Verilhac, P.C., a corporation authorized to operate in the State of California (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified and licensed provider of forensic pathology services and is experienced in autopsies and related services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Consultant for forensic pathology services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Upon request of the Sheriff-Coroner or designee, Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant'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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Kimi Verilhac, M.D.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant and County shall be responsible for timely provision of adequately qualified replacements.

1.5 Background Investigation. Upon signing this Agreement, Consultant shall provide a list of all persons who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. As part of this background investigation, all pathologists who may perform services under this Agreement shall submit resumes accounting for all time from medical school to the present, and also disclosing any disciplinary or corrective actions, all licenses in any state or country, and any lapse in licensure. Such persons shall submit a consent and waiver form permitting County to obtain personal employment/professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office.

1.6 Confidentiality. The services to be performed by Consultant under this Agreement necessarily involve private matters of a personal nature for the citizens of Sonoma County. For this reason, neither Consultant nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of the Agreement.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the fees, including but not limited to rate per procedure, hourly rates and other applicable rates.

Consultant shall submit its bills in arrears in a form approved by County's Auditor and the Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2022 to June 30, 2025, with the option to extend for two additional one-year periods, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant 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, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Sheriff-Coroner and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion,

sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within

a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Sonoma County Sheriff's Office 2796 Ventura Avenue Santa Rosa, CA 95403 Tel: 707-565-2781 Sheriff-Coroner@sonoma-county.org
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TO: CONSULTANT:	Kimi Verilhac, P.C. P.O. Box 9202 Santa Rosa, CA 95405 Tel: 707-387-4181 DrKimiFP@gmail.com
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

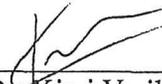
13.10 Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other

transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Kimi Verilhac, P.C.

COUNTY: COUNTY OF SONOMA

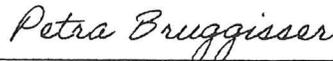
By: 
Dr. Kimi Verilhac

By: _____
Mark Essick, Sheriff-Coroner

Date: 2/3/2022

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: 
County Counsel

Date: 3-17-2022

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANCE FOR COUNTY:

By: 
Department Analyst

Date: 3/17/2022

Exhibit A

Scope of Work

1. Consultant's Responsibilities. During the term of this Agreement, Consultant shall provide the following services to County upon the request of the Sheriff's Office:
 - a. Case Evaluation: Consultant 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.
 - b. External Exam: Consultant shall perform external examinations of 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 the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Consultant require an autopsy to be performed, Consultant shall immediately advise the Sheriff's Office's 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.
 - c. Case Consultation: Consultant shall perform case consultation services on 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 Consultant to Sheriff's Office personnel and shall not incur fees. In the event that Consultant estimates that the consultation will require in excess of 15 minutes of work, Consultant shall notify the Sheriff's Office in writing and then Consultant and Sheriff's Office 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.
 - d. Autopsy: Consultant shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Consultant shall advise Sheriff's Office on necessity of performing an autopsy versus and external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Consultant shall participate in case triage discussions.
 - ii. 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 case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.

- iii. Explanation of Procedures: If authorized by the Sheriff's Office, Consultant shall explain autopsy procedures and respond to questions during the autopsy.
- iv. Education: Consultant may provide education to Sheriff's Office 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 Consultant and the party requesting such services.
- e. Laboratory Testing: Consultant shall order toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services.
- f. Histology: Consultant shall order histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death. The Sheriff's Office shall select the laboratories and pay for such laboratory services. Consultant shall provide the name of its preferred histology lab specializing in autopsy tissue processing, but Sheriff's Office shall be under no obligation to utilize Consultant's preferred lab.
- g. Transcription: Consultant shall provide transcription services.
- h. On Scene Examination: Consultant 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 Sheriff's Office.
- i. Examination Report: Consultant 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:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable Coroner case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individual/records.
 - iv. 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 attached); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Consultant.

- v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.
 - vi. Any other information required by applicable state /federal laws or regulations.
 - vii. 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.
- j. Report Delays and Penalty: If Consultant does not provide a final report within the time frame specified in item (h), the County may impose a penalty by reducing the payment due on the next invoice as follows:
- i. Autopsy report (full procedure): \$100 per 30 calendar day period past due, up to value of report payment.
 - ii. External examination report: \$32.50 per 30 calendar day period, up to value of report payment.
 - iii. The report penalty may be waived at the discretion of the Sheriff-Coroner or designee based upon factors such as case complexity or the need for additional laboratory testing.
- k. Sudden Unexpected Infant Death Cases (SUID): Consultant shall perform procedures necessary to comply with Government Code Section 27491.41 or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Consultant shall attend meetings associated with the Countywide 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 Consultant's main office.
- m. Business Meetings: Consultant 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 through the Consultant's main office.

- n. Expert Witness: Consultant 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 Consultant has conducted an examination. The County of Sonoma or other entity or individual requesting the appearance of Consultant shall pay any fee as may be agreed upon with Consultant, or as provided by law for such appearance. Testimony or deposition services shall not be provided until suitable fee arrangements have been made.
- o. Anatomical Gifts: Consultant 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's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
- p. Staff Training: Consultant shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Consultant and the Sheriff's Office. 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.
- q. Advice/Retention: Consultant shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
- r. Chain of Custody: Consultant shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Prior Case Review: Consultant shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Consultant performed the exam.
- t. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Consultant shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Consultant, in the event that Consultant cannot provide said staffing.

- u. Availability: Consultant shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Coroner activities.
2. Responsibilities of County: County shall have the following responsibilities under the Agreement:
- a. Facility/Equipment: County shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
 - b. Operational Supplies: County shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, 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).
 - c. Forensic Assistant: County shall provide a forensic assistant to support the performance of autopsies (specific work hours to be established by mutual agreement of Consultant and the Sheriff's Office).
 - d. Laboratory Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
 - e. Histology Services: County shall provide direct payment to authorized laboratory contractor(s) for services ordered.
 - f. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Consultant is unable to provide said services.
 - g. 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 Sheriff's Office particularly for deaths presenting a potential conflict of interest (including, but not necessarily limited to, those involving an officer of the Sheriff's Office or those occurring in the County jail).
 - h. Forensics Consultant s: County shall obtain and pay for consultants in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary by the Sheriff's Office for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded. County shall utilize Consultant's preferred specialists, if appropriate and available, and if use of Consultant's specialists are approved by the Sheriff's Office.

- i. Specimen/Tissue Storage: County shall provide for the storage of specimens and tissue samples that Consultant considers necessary to retain as evidence or for further testing.

Exhibit B
Pathology Services Rates

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

Service	Fee per case (unless specified by hour)
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 testimony	\$500 per hour

Exhibit C
Insurance Requirements
Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless

of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403 shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, California 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



Exhibit _____ Waiver of Insurance Requirements

This Exhibit modifies the insurance requirements as specified in Exhibit _____

Department _____ Department Contact _____ Phone _____

Contractor, Consultant, Vendor, Licensee, Tenant _____

Contact Person _____ Phone _____

Contract Term _____ Contract Cost _____ Template # _____

Was there an RFP/RFQ or other competitive process for this agreement? Yes ___ No ___

If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes ___ No ___

- ◆ If only Section I waivers are required, submit to your Department Head or designee for signature. Do not submit to Risk.
- ◆ If only Section II waivers, or a combination of Section I and II waivers, are required, submit to Risk.

Section I - Department Waivers – (Must be designated “Department Waiver” in the Template Assistant)

Requirement to be Waived and Reason

- Workers Compensation: Waive Subrogation Waiver.
- General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- General Liability (Suppliers of Products): Waive “Additional Insured – Vendors”. County does not distribute the product to the public.
- General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.
- General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant’s office or on County premises and acceptable evidence of professional liability insurance has been provided.
- Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- Auto Liability (Suppliers of Products): Waive coverage because vendor’s goods are delivered by common carrier or contract carrier.
- Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- Mold Liability: Landlord cannot obtain the insurance.
- Standards for Insurance Companies: Waive A.M. Best’s rating requirement.

Approved by Department Head, Department Designee or Risk Management

Date