



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-38

For the meeting of: June 28, 2016

Date: June 6, 2016
To: Board of Supervisors
From: Michael T. Downey, Sheriff
Subject: Forensic Medical Group Professional Services Agreement to Provide Forensic Pathology Services to Sheriff - Coroner's Office

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve Forensic Medical Group (FMG) Professional Services Agreement (Agreement) to provide Forensic Pathology Services to Sheriff - Coroner's Office for the period July 1, 2016 to June 30, 2018; and
2. Authorize the Board of Supervisors Chair to sign three (3) original copies of the Agreement (Attachment 1).

SOURCE OF FUNDING:

Sheriff - Coroner's Budget Unit 272 Autopsy and Report Fees

Prepared by Norma S. Lorenzo, Deputy Director Sheriff Admin
CAO Approval Cheryl D. Higgins

REVIEW: Auditor MSL County Counsel MAD Human Resources Other

TYPE OF ITEM:
[X] Consent
Departmental
Public Hearing
Other

PREVIOUS ACTION/REFERRAL:
Board Order No.
Meeting of:

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Sundberg
Seconded by Supervisor Bass
Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays
Abstain
Absent
And carried by those members present, the Board hereby approves the recommended action contained in this report.

Dated: June 28, 2016
By: Kathy Hayes, Clerk of the Board

DISCUSSION:

On December 9, 2014 the County offices of Public Administrator, Coroner and Sheriff, respectively, were consolidated into one office known as Sheriff-Coroner-Public Administrator when your Board adopted Humboldt County Ordinance 2524 amending Section 242-1 of the County Code.

The County Coroner is required by law to conduct autopsies pursuant to Government Code Sections 27491 and 27510. Prior to the consolidation of the Coroner-Public Administrator with the Sheriff's Office, the Coroner utilized an outside contractor to provide forensic pathology services to meet the legal requirements, however, no formal contract or service agreement was in place to secure those services. This year the Sheriff-Coroner's office has negotiated a contract (Attachment 1) with Forensic Medical Group that outlines roles and responsibilities for both the County and the contractor.

Per the Scope of Work contained in Exhibit A of the Agreement, FMG agrees to perform postmortem examinations for homicide deaths or when such examinations are necessary, and review ancillary test results (toxicological, microbiological, serological or other study) as deemed pertinent to determine cause of death. In addition, FMG agrees to provide written reports of postmortem examinations and to testify as an expert witness when subpoenaed. Term of the Agreement is 24 months from July 1, 2016 through June 30, 2018.

FINANCIAL IMPACT:

The increase in deaths requiring forensic pathological services during the past two years in Humboldt County has necessitated revisions to the current year's budget for Professional Services. A supplemental request in the amount of \$25,000 was approved by your Board on March 22, 2016 to increase the Professional Services budget from \$94,000 to \$119,000, a 22% increase. Actual expenses in FY 2015-16 for 1100-272-2118 may exceed the revised amount, requiring an additional supplemental request. Revenue to cover forensic services is generated by autopsy and report fees.

The Sheriff-Coroner included a total of \$161,965 in the proposed FY 2016-17 budget for BU 1100-272-2118 Professional Services, an increase of another 36% from the current year's budget. This proposed amount is budgeted to cover autopsies, toxicological reports, medical professionals and waste disposal.

Approval of the Forensic Medical Group Professional Services Agreement complies with the Board of Supervisors' Strategic Framework Plan by allowing the Sheriff-Coroner to better provide vital community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could deny approval of the Agreement with Forensic Medical Group for the period of July 1, 2016 through June 30, 2018, however, this is not recommended as it would put the Sheriff-Coroner's office out of compliance with County Purchasing Policies.

ATTACHMENTS:

Attachment 1 Forensic Medical Group Professional Services Agreement
Exhibit A Scope of Work
Exhibit B Pricing for Services

ATTACHMENT 1

Forensic Medical Group
Professional Services Agreement

Exhibit A Scope of Work
Exhibit B Pricing for Services

AGREEMENT NO. _____
(Agreement for Forensic Pathology Services)

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2016, by and between the County of Humboldt, a political subdivision of the State of California ("County"), and Forensic Medical Group, a California corporation ("Contractor"). County and Contractor are at times each referred to herein as a "Party", or collectively as the "Parties".

WHEREAS, the Humboldt County Coroner is required by law to conduct autopsies pursuant to Government Code Sections 27491 and 27520; and

WHEREAS, the County desires to obtain forensic pathologist services in order to properly fulfill its' law enforcement duties; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

- A.** Contractor shall furnish forensic pathology services in accordance with Exhibits A and B, and in a manner satisfactory to the County Sheriff or his/her written designee ("Sheriff").
- B.** Contractor will provide all personnel and labor necessary to provide the foregoing services in accordance with this Agreement, with the exception of a forensic assistant.
- C.** County will provide all equipment, materials and storage necessary for the foregoing services in accordance with this Agreement, as provided in Exhibit A attached hereto.
- D.** The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A
Exhibit B

Scope of Work
Pricing for Services

In the event of any conflict between any of the provisions of this Agreement (including

Exhibits), the provision that requires the highest level of performance shall prevail.

- E. The Sheriff may approve modifications of the term, scheduling and billing rates, provided that there is no increase in the total compensation as set forth in Section II of this Agreement.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. County shall pay Contractor for services performed in accordance with Exhibit B. Fees specified herein shall not be subject to change during the term of this Agreement, unless mutually agreed, in writing, by both Parties. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.
- B. On occasion, County may require testimony, consultation or other services by Contractor, in which case such services are rendered at the Contractor's fee schedule at the time such services are requested and will be billed separately.

III. METHOD OF PAYMENT

- A. Contractor shall submit to County an accounting of services performed in an invoice statement on monthly basis, to be delivered no later than the 10th day of the subsequent month. Invoices shall be in a format approved by the Sheriff and the Humboldt County Auditor-Controller. Contractor shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this agreement.
- B. County shall make payments to Contractor within thirty (30) days of receiving invoice.

IV. REPORTS

- A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Sheriff, at the times and in the manner specified by Exhibit A of this Agreement.
- B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use. Contractor shall have the right to publish, disclose, disseminate and use in whole or in part, for research, teaching and public service

purposes, any data and information received, collected, or developed under this Agreement, except as indicated in the confidentiality provision of this Agreement.

VI. RECORDS RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than four (4) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Sheriff. Upon such notification, the Sheriff shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because Contractor's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

VII. TERM AND TERMINATION

- A. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2018, unless earlier termination occurs as hereinafter provided.
- B. Breach of Contract. If, in the opinion of County, Contractor fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, County may terminate this Agreement immediately, upon notice.
- C. Without Cause. This Agreement may be terminated by either Party without cause upon sixty (60) days advance written notice. Such notice shall state the effective date of the termination.
- D. Insufficient Funding. County's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, County shall, at its sole discretion, determine whether this Agreement shall be terminated. County shall provide Contractor seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- E. Compensation. In the event of any termination of this Agreement, Contractor shall be entitled to compensation for services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to County resulting from a breach of this Agreement by Contractor.
- F. Should either Party fail to substantially perform its obligations in accordance with this Agreement, the other Party may notify the defaulting party of such default in writing and provide not less than fifteen (15) business days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the Parties) the Party that gave notice of default may

terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither Party waives the right to recover damages against the other for breach of this Agreement.

- G. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) business days advance written notice thereof to the Contractor.

VIII. APPLICABLE LAWS

- A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws, including but not limited to the Americans with Disabilities Act. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Humboldt, California. Contractor retains any removal rights it might have under State or Federal law.

IX. NON-DISCRIMINATION COMPLIANCE

- A. In connection with the execution of this Agreement, Contractor shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Contractor further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

X. DRUG-FREE WORKPLACE:

By signing this Agreement, Contractor hereby certifies that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of Contractor's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of Contractor's Drug-Free Policy as a condition of employment.

- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and Contractor may be ineligible for award of future contracts if County determines that the foregoing certification is false or if Contractor violates the certification by failing to carry out the above-referenced requirements.

XI. CONTRACTOR'S RESPONSIBILITIES

Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. Contractor shall hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, Contractor's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

XII. INSURANCE

This Agreement shall not be executed by County, and Contractor is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting Contractor's indemnification obligations provided for herein, Contractor shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended

term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of Contractor, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which Contractor may be exposed to liability. Contractor shall require that such coverage be incorporated into its professional services agreements with any other entities that will perform services pursuant to this agreement.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that County, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to County, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
 - c. Is the primary insurance with regard to Contractor.
 - d. Does not contain a pro-rata, excess only and/or escape clause.

- e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County in accordance with the notice provisions set forth herein. It is further understood that Contractor shall not terminate such coverage until County receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, Contractor's insurance is the primary coverage to County, and any insurance or self-insurance programs maintained thereby are excess to Contractor's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to County, its agents, officers, officials, employees and volunteers.
 6. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost thereof. County is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to Contractor under this Agreement.
 7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and Contractor shall be required to purchase additional coverage to meet the above aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

XIII. NOTICE

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

If directed to Contractor: Forensic Medial Group, Inc.
Kelly A. Arthur-Kenny, M.D., President
1261 Travis Boulevard, Suite 120
Fairfield, CA 94533

With a copy to: Perry, Johnson, Anderson, Miller & Moskowitz
Attn: Legal Counsel – Forensic Medical Group Inc.
438 First Street, 4th Floor
Santa Rosa, California 95401

If directed to County: Humboldt County Sheriff-Coroner's Office
3012 I Street
Eureka, CA 95501
Attn: Sheriff/Coroner

- B.** Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- C.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using electronic communications, including email and facsimile machines, provided confirmation of delivery is obtained at time of transmission, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

- A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest.
- B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C.** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Sheriff. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XVII. STATUS OF CONTRACTOR

- A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.
- C.** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XIII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XIX. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XX. CONFIDENTIAL INFORMATION

- A. Disclosure of Confidential Information.** In the performance of this Agreement, Contractor may receive information that is confidential under local, state or federal law. Contractor hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws.** The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

XXI. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

Contractor certifies by its signature below that it is not a Nuclear Weapons Contractor, in that Contractor is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Contractor agrees to notify County immediately if it becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if Contractor becomes a Nuclear Weapons Contractor.

XXII. FORCE MAJEURE

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

XXIII. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

XXIV. ADDITIONAL PROVISIONS

- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

- B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

XXV. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVI. ENTIRE AGREEMENT

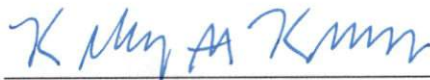
This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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

COUNTY OF HUMBOLDT

CONTRACTOR

By: 
Mark Lovelace, Chair
Humboldt County Board of Supervisors

By: 
Kelly A. Arthur-Kenny, M.D.
Forensic Medical Group, Inc.
President


Attest: 
Deputy Clerk Board of Supervisors
By: Ana Hartwell

EXHIBIT A

SCOPE OF WORK

1. SERVICES TO BE PROVIDED, CONTRACTOR – CONTRACTOR SHALL:

- A. Provide fully trained and licensed Forensic Pathologists to perform postmortem examinations (autopsies and inspections) to determine cause of death in cases of human deaths when such examination is deemed necessary, in accordance with governing laws, by authorized representatives of the Humboldt County Sheriff-Coroner's Office. Such examination will include microscopic examination and review of ancillary test results (toxicological, microbiological, serological or other studies) when deemed pertinent or necessary by the Contractor.
- B. At the request of the Sheriff-Coroner's Office, provide consultation and expert professional guidance which may include review of medical records and/or medical history, review of scene circumstances and communications with treating physicians, to ascertain the probable cause of death and to advise authorized representative(s) of the Sheriff-Coroner's Office concerning the necessity for postmortem examination.
- C. Conduct postmortem examinations as soon as possible after proper notification to FMG office.
- D. Follow the homicide protocol on every suspected homicide and highly suspicious death.
- E. Order laboratory studies, including but not limited to toxicological, microbiological, serological or other studies, he/she deems necessary from such laboratory (or laboratories) authorized for such services by the Sheriff-Coroner's Office.
- F. Provide transcription services as required for completion of final reports.
- G. Provide histology (generation of microscopic slides) services as necessary for evaluation of autopsies requiring such.
- H. Provide a complete written report within 30 business days after the postmortem examination, or as soon as thereafter possible, in so long as requested and ordered ancillary testing and additional specialty consultation has been completed. The complete written report will include demographic information, pertinent findings, cause of death, conditions contributing to death when appropriate, description of external and internal features including injuries and evidence of natural disease, histology descriptions when such examination is performed, and diagrams



when appropriate. Ninety percent (90%) of reports shall be finalized within 90 calendar days in keeping with industry standards and guidelines.

- I. Return to County any tissue converted to paraffin blocks and then slides to adequately complete cases within one year or one year following completion of the final report.
- J. Testify as an expert witness when subpoenaed to do so at any legal proceeding arising in connection with cases in which the Contractor has conducted an examination. Contractor will provide to County current Legal Fee Schedules at the time of request. On occasion, Contractor is asked to serve as a percipient expert witness for civil, criminal or administrative proceedings which arises from the services performed by Contractor for County. County agrees to pay contractor the hourly rate as designated by Contractor from time to time for such services. County will be billed and agrees to pay for such testimony.
- K. Provide demonstration autopsy procedures in select cases to designated individuals when requested to do so by authorized representative(s) of the Sheriff-Coroner's Office. The cases selected for demonstration of autopsy procedures shall be solely at the discretion of the Sheriff-Coroner or his designee. For purposes of this provision, a demonstration autopsy is one attended by any person other than the investigating law enforcement officer, evidence technician, Coroner's investigator, and other personnel who directly assist in the performance of the autopsy.
- L. Be available during normal business hours and off-hours to consult with representatives of the Sheriff-Coroner's Office regarding Coroner activities.

2. SERVICES TO BE PROVIDED, COUNTY – COUNTY SHALL:

- A. Provide equipment and maintain an appropriate morgue facility in which autopsies and other postmortem examinations are to be performed.
- B. Provide a trained and experienced Forensic Assistant (diener) for all postmortem examinations who will be responsible for labeling and appropriately securing specimens obtained from examinations in cases when a Deputy Coroner is not present, assist the Forensic Pathologist during the course of examinations, be responsible for restoration of the remains (suturing) and clean/disinfection the facility and tools following the performance of postmortem examinations.



- C. Responsible for the provision of appropriate disposable and non-disposable autopsy supplies and equipment deemed necessary for the performance of postmortem examinations. This includes, but is not limited to, 1) Personal Protective Equipment-PPE (goggles, face shields, face masks, hair coverings, gloves, gowns, aprons, boot/shoe covers), 2) containers & supplies for the collection & preservation of tissue and other biological samples (blood vials/tubes with varying preservatives, tissue and body fluid jars, formalin, syringes, needles, biohazard bags), 3) necropsy tools (knives, scalpels, scissors, forceps, probes, measuring devices, saws, chisels), and 4) cleaning supplies (soaps, detergents, disinfectants, towels/rags).
- D. Provide for storage of specimens and tissue samples the Contractor deems necessary to retain as evidence or for further testing.
- E. Provide a Coroner's Investigative Report to FMG office for scheduling purposes and to the Forensic Pathologist prior to the postmortem examination and obtain medical records deemed necessary for cause of death determination and adequate completion of the Contractor's final report.
- F. Furnish a Deputy Coroner to witness all homicide or highly suspicious postmortem examinations, take necessary photographs, take custody of evidence and provide background information to the Forensic Pathologist.
- G. Provide any necessary postmortem radiographs prior to postmortem examination on all cases where such is required including but not limited to child abuse victims, suspicious infant deaths, gunshot wound cases, charred or severely decomposed remains and unidentified persons.
- H. Pay for any and all ancillary studies ordered by Contractor under provisions of this agreement.
- I. Recognize that the Contractor is a generalist in the practice of Forensic Pathology and that in a small number of unusual or extraordinary cases the services of specialists are necessary in order for such cases to be adequately concluded. Such specialists or consultants may include forensic anthropologists, forensic odontologists and any other specialty as may be mutually agreed upon by Contractor and the Chief Deputy Coroner or designee in any such cases. County shall pay such consultants for the services provided, separate from this Agreement.
- J. Have the sole discretion to grant or deny permission to any person to be present at any postmortem examination following under the Humboldt County Sheriff-Coroner jurisdiction pursuant to pertinent government codes.
- K. Ultimately have sole discretion and control of which cases are under the jurisdiction of the Coroner pursuant to pertinent government codes.

EXHIBIT B Pricing for Services

FEE SCHEDULE

Autopsy	\$1400.00
Inspection	\$ 650.00
SIDS	\$2200.00
Record Review	\$ 400.00
Trip Charge	\$ 400.00
** Overnight Accommodation will be billed separately of trip charge.	
Death Scene Investigation/Misc. Services	\$ 500.00/hr
** Trip Charge applies and will be billed separately to all death scene investigation requests.	
** Once FMG pathologist in on-scene, hourly rate will apply.	

BILLING

Consultant will submit an invoice to County for all procedures performed during a given month no later than the tenth day of the subsequent month.

County will remit payment to Consultant within thirty (30) days of receiving invoice.

LEGAL SERVICES

Percipient Expert Witness – Criminal

Percipient Expert Witness – Civil

Retained Expert Witness

** Legal services rates are based on current rates at the time of request and billed separately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yoder Insurance Agency 425 William St Vacaville CA 95688		CONTACT NAME: Deb Posey PHONE (A/C, No, Ext): 707.448.4242 E-MAIL ADDRESS: debbie.dyoder@farmersagency.com FAX (A/C, No): 707.448.6709	
INSURED Forensic Medical Group 1261 Travis Blvd Ste 120 Fairfield CA 94533		INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		03068742	05/11/2016	05/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED
MAY 18 2016
CORONER-PA

CERTIFICATE HOLDER Humboldt County Coroner County of Humboldt 3012 I Street Eureka CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Derek Yoder <i>Derek Yoder</i>
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