

**EL DORADO COUNTY
DONOR SERVICES AGREEMENT**

This Agreement is made and entered into as of this 29th day of September, 2020, by and between the COUNTY OF EI DORADO, a political subdivision of the State of California, ("COUNTY"), and DCI DONOR SERVICES, INC. d/b/a Sierra Donor Services, a Tennessee non-profit corporation qualified to do business in California, ("SDS").

RECITALS

WHEREAS, the purpose of this Agreement is to ensure that the tissue donation program is in full compliance with all relevant Federal and State laws and regulations and that the roles of COUNTY and SDS in this endeavor are specifically defined; and

WHEREAS, COUNTY and SDS would like to work together in a cooperative relationship, whereby COUNTY would allow the use of its Morgue/Pathology Facility to SDS for tissue and eye recovery; and

WHEREAS, SDS has the staff and expertise to perform eye and tissue recovery; and

WHEREAS, in recognition of the continuing need for donated tissues for transplantation purposes, COUNTY and SDS desire to adopt the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and SDS agree as follows:

I. SCOPE OF SERVICES

COUNTY agrees to provide space and guernies as necessary to facilitate the recovery of donated eyes and tissues from decedents in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence upon final execution by both parties hereto and shall expire three years from date of full execution--, with the option of one (1) five-year extension upon written agreement by both parties.

III. NOTICE

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Sheriff's Office
300 Fair Lane
Placerville, CA 95667
ATTN: Jon DeVille, Chief Fiscal Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Michele Weimer, Purchasing Agent

Notices to Contractor shall be addressed as follows:

Sean Van Slyck
Executive Director
Sierra Donor Services
3940 Industrial Blvd
West Sacramento, CA 95691

or to such other location as the Contractor directs.

IV. CHANGE OF ADDRESS

In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

V. COMPLIANCE WITH LAWS

COUNTY and SDS shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

VI. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in El Dorado County, California.

VII. LICENSES AND PERMITS

SDS shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of El Dorado. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

VIII. PERFORMANCE STANDARDS

SDS shall perform its services under this Agreement in accordance with the standards set out by the Food and Drug Administration (FDA), American Association of Tissue Banks (AATB), and the Eye Bank Association of America (EBAA).

IX. STATUS OF CONTRACTOR

It is understood and agreed that COUNTY and SDS are independent parties contracting solely for the purpose of effectuating this Agreement, and neither party nor any agents, representatives or employees of that party shall be considered agents, representatives or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

X. CONFIDENTIALITY

Each party, its agents, representatives and employees agrees to keep strictly confidential and hold in trust all confidential information of the other party and not reveal any confidential information to any third party without the express written consent of the other party.

XI. CONFLICT OF INTEREST

SDS and SDS's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS & FACILITIES

COUNTY and SDS covenant that there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in connection with the performance of this Agreement.

XIII. INDEMNIFICATION

A. SDS hereby agrees to indemnify and hold COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers harmless from all claims,

damages, liabilities, judgments including reasonable attorney fees, which COUNTY may incur in connection with the performance of this Agreement and which arise out of the negligent performance of the obligations of SDS pursuant to this Agreement. This provision will survive the expiration or earlier termination of this Agreement.

- B. COUNTY hereby agrees to indemnify and hold SDS, its officers, directors, agents, employees and volunteers from all claims, damages, liabilities, judgments, including reasonable attorney fees, which SDS may incur in connection with the performance of this Agreement, and which arise out of the negligent performance of the obligations of COUNTY pursuant to this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.
- C. COUNTY and SDS recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise which involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions to effect such cooperation including but not limited to:
 - (1) Each party agrees to notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner upon performance of this Agreement; and
 - (2) Each party agrees to provide the other with reasonable access to and copies of all records including donor records which impact in any manner upon any lawsuit or claim filed against the other party based in any manner upon the performance of this Agreement.

XIV. INSURANCE

Without limiting SDS' indemnification, SDS shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of SDS to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to SDS under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XV. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be per the provisions set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

- B. COUNTY shall submit an invoice to SDS on a monthly basis, upon verification of services provided. Invoices shall be submitted to SDS no later than the fifteenth (15th) day of the month following the invoice period, and SDS shall pay COUNTY within thirty (30) days after receipt of an appropriate and correct invoice.
- C. For facility use on an emergency basis SDS agrees to compensate COUNTY per the provisions set forth in Exhibit C.
- D. SDS shall maintain for four years following termination of this agreement full and complete documentation of all services and payments associated with performing the services covered under this Agreement. Payment documentation shall include: Dates of Service, County Case Numbers, Decedent's Names and eyes/tissues recovered.

XVI. SUBCONTRACTS, ASSIGNMENT

SDS shall obtain prior written approval from COUNTY before assigning or transferring, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement. Any assignment or transfer without such consent shall be null and void. SDS remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. SDS shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

XVII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY and SDS unless agreed in writing by Director of the Department of Coroner ("Director"), DCI Donor Services, Inc. Executive Director ("Executive Director") and counsel for both parties.

XVIII. SUCCESSORS

This Agreement shall inure to the benefit of, and be binding upon, COUNTY and SDS and their respective successors.

XIX. TIME

Time is of the essence of this Agreement.

XX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXI. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the El Dorado County Sheriff, or his/her designee.

XXII. DISPUTES

In the event of any dispute out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXIII. TERMINATION

- A. 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 five (5) business days to cure the default. If such default is not cured within said five (5) business day period, the party that gave notice of default may terminate this Agreement upon no less than twenty-four (24) hours advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- B. Either party may terminate this Agreement for any reason by providing the other party at least thirty (30) days advance written notice of termination and specifying the actual date of termination in the written notice.

XXIV. REPORTS

SDS shall provide proof of donor registry or family authorization to recover organ, eye and tissue. Other information that COUNTY may need throughout the contract term will be communicated to SDS and required to be mutually agreed upon by SDS and COUNTY, in writing, in order for the reporting requirement to be in effect.

XXV. PRIOR AGREEMENTS

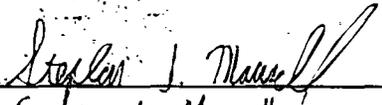
This Agreement constitutes the entire contract between COUNTY and SDS regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and SDS regarding the subject matter of this Agreement is hereby terminated effective immediately upon full execution of this Agreement.

XXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

REVIEWED AND APPROVED BY COUNTY and DCI DS COUNSEL

County of El Dorado

By:  Date: 9/1/20
Stephen L. Mansell
Sr. Deputy County Counsel
DCI Donor Services, Inc. dba Sierra Donor Services

By: Sean Van Slyck Date: 9/2/20
Sean Van Slyck, Executive Director

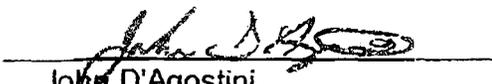
By:  Date: 9/2/2020
Jill Grandas, Corporate Executive Director

-- EL DORADO COUNTY SHERIFF'S OFFICE--

Requesting Contract Administrator Concurrence:

By: 
Tasha Thompson
Captain
Sheriff's Office

Requesting Department Head Concurrence:

By: 
John D'Agostini
Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/29/2020

By: Brian Veerkamp
Brian Veerkamp, Chair
Board of Supervisors
County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson
Deputy Clerk

Dated: 9/29/2020

-- DCI DONOR SERVICES INC --

By: Sean Van Slyck
Sean Van Slyck, Executive Director,
"DCI/SDS DONOR"

Dated: 9/2/20

By: [Signature]
Corporate Secretary

Dated: 9/2/2020

**EXHIBIT A to Agreement between the
COUNTY OF EL DORADO,
hereinafter referred to as "COUNTY," and
DCI DONOR SERVICES, INC., d/b/a Sierra Donor Services, hereinafter
referred to as "SDS."**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

El Dorado County Sheriff's Office Morgue 240 Industrial Drive
Placerville, CA 95667

II. DESCRIPTION OF SERVICES

COUNTY to provide to SDS, Autopsy Space, Guernies and BioHazard Waste disposal, as necessary to facilitate the recovery of donated eyes and tissues from decedents, in accordance with the Organ and Tissue Donated Program Policies and Procedures of the El Dorado County Sheriff's Office.

**EXHIBIT B to Agreement between the
COUNTY OF EL DORADO,
hereinafter referred to as "COUNTY," and
DCI DONOR SERVICES, INC., d/b/a Sierra Donor Services, hereinafter
referred to as "SDS."**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000 Personal
& Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

- E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:
\$1,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

- A. All Policies:
 - 1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
 - 2. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

IX. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the COUNTY OF EL DORADO,
hereinafter referred to as "COUNTY," and
DCI DONOR SERVICES, INC., d/b/a Sierra Donor Services,
hereinafter referred to as "SDS."**

COMPENSATION AND PAYMENT OF INVOICES

I. RATES

A. SDS shall pay COUNTY for use of Facility Autopsy Suite, and disposal of any Biohazardous Waste resulting from the recovery of donated eyes and tissues.

Fees:

1. Standard Days and Hours-Monday through Friday from 0800 hours to 2000 hours =\$250.00 facility fee (SDS to be completed with the recover and out of the facility by 2000 hours)
2. Non-Standard Days/Hours- After Standard Hours, Holidays, Weekends=\$590.00 Combined labor and facility fee
(This fee includes two detective responses for the SDS recover; one to open the facility and one to close the facility)
3. Hours Monday through Fridays extending past 2000 hours will be billed at the hourly rate of \$85.00.
4. Hourly overtime rate of \$85.00 for other services such as a release for a recover in SDS facility.

B. Any service conducted outside the "Standard" business hours shall be billed at the "Non-standard" rate. Recovers begun during Standard Hours that are not completed during Standard hours, shall be billed in addition at the above hourly rate. Cases begun during After Hours that are completed during Standard Hours shall be billed at the After Hours rate.

C. SDS employees assigned under this Agreement will successfully complete background checks with Sacramento County. Background checks will be performed at no cost to SDS by the California Department of Justice. The COUNTY reserves the right to bar the employee assignment for any reason. Criminal histories must be cleared before assignment to CORONER cases. SDS will provide a list of employees to the COUNTY who have gone through the background process with the California Department of Justice.

D. COUNTY shall provide to SDS, at no additional cost, one (1) complete Report of Final Autopsy Findings, for all cases assigned under this agreement, upon receipt of a request from SDS.

II. INVOICES

COUNTY shall submit an Invoice to SDS on a monthly basis, upon verification of services provided. Invoices shall be submitted to SDS no later than the fifteenth (15th) day of the month following the invoice period, and SDS shall pay COUNTY within thirty (30) days after receipt of Invoice.