

ORIGINAL

AGREEMENT FOR SERVICES #019-S1211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the County of Sacramento, a political subdivision of the State of California, whose principal place of business is 4800 Broadway, Suite 100, Sacramento, CA 95820, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide autopsy support and morgue services for "Rule Out Homicide", "Homicide", and "Sudden Infant Death Syndrome" cases on an "as requested" basis for the Sheriff's Office; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel and equipment necessary to provide autopsy support and morgue services for "Rule Out Homicide", "Homicide", and "Sudden Infant Death Syndrome" cases on an "as requested" basis for the Sheriff's Department. Services shall include, but not be limited to those set forth in Exhibit "A", marked "Scope of Services", incorporated herein and made by reference a part hereof. If a service is performed by the Contractor that is an additional service, not described in Exhibit "A", but is mutually agreed upon between the Contractor and the County in advance, the price shall be in accordance with the Contractor's current list pricing schedule.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall apply to services provided, per Article I of this Agreement, during the term of July 1, 2011 through June 30, 2014.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rate shall be \$2730.00 per autopsy service, including one copy of autopsy report. Additional copies of reports or other products shall be payable at the standard fee schedule of the Coroner as set by the Sacramento County Board of Supervisors.

All invoices are to reference Agreement #019-S1211 to:
El Dorado County Sheriff's Office
Attention: Accounting Department
300 Fair Lane
Placerville, CA 95667

Total amount of this Agreement for services shall not exceed \$150,000.00 for the three (3) year period.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent

and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable

Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: 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: DONALD ASHTON

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
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

COUNTY OF SACRAMENTO
CORONER
4800 BROADWAY, SUITE 100
SACRAMENTO, CA 95820-1530
ATTN: GREGORY P. WYATT

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees, from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm, or corporation for damages, injury, or death directly arising out of, or connected with Contractor's performance of this Agreement.

County agrees to indemnify, defend and save harmless Contractor, its officers, agents, and employees from all claims and losses whatsoever, including attorney's fees occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with County's performance of this Agreement.

ARTICLE XII

Insurance/Self-Insurance: Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other

contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Donald Ashton, Fiscal Administration Manager, Sheriff's Office, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be

resolved in accordance with the laws of the State of California.


ARTICLE XXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: May 10, 2011
Don Ashton
Fiscal Administration Manager
Sheriff's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 5/10/11
Rich Williams
Undersheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____

Deputy Clerk

-- CONTRACTOR --

Dated: _____

By: _____

Chair,
Sacramento County Board of Supervisors
"Contractor"

APPROVED BY COUNTY COUNSEL:

By: _____ Dated: _____

ATTEST:
Clerk of the Board of Supervisors

By: _____ Dated: _____

EXHIBIT "A"

Scope of Services

1. Contractor shall provide autopsy support and morgue services for "Rule Out Homicide", "Homicide", and "Sudden Infant Death Syndrome" cases for County.
2. Contractor shall provide licensed physicians to perform all required autopsies and other postmortem examinations Monday through Friday. These licensed physicians shall be:
 - a. Board certified or Board eligible forensic pathologists, as defined by the American Board of Pathology, or
 - b. Physicians that are training under the supervision of a forensic pathologist (such as a resident that is training to become a forensic pathologist).
3. Contractor will be open for intake and initial processing of bodies twenty-four (24) hours per day, seven days per week, including holidays. Contractor's normal autopsy hours shall be 9:30 a.m. and 1:30 p.m., Monday through Friday, including all legal County holidays.
4. Contractor will perform autopsies in special necessity cases where an autopsy is required outside of normal working hours, upon mutual agreement with the El Dorado County Sheriff.
5. The intent of the Contractor is that all autopsies will be performed in the timeliest manner possible. When an autopsy cannot be performed immediately upon receipt of the body, a pathologist shall do a preliminary examination; report any unusual findings to the El County Sheriff and schedule an autopsy to take place within twenty-four (24) hours.
6. Contractor shall provide a determination as to the cause of death in all cases referred by the County for autopsy or consultation. Determinations may include the conduct of autopsies, gross and microscopic examination of tissues, preparation of written reports, and response to death scenes at the direction of County.
7. Contractor shall provide a pathologist at death scenes where necessary and approved by County.
8. Pathology Reports:
 - a. The Contractor shall be responsible for transcription and preparation of autopsy reports.
 - b. The Contractor shall be responsible for preparing an interim report of findings, in a timely manner, sufficient to be acceptable at a preliminary judicial hearing in any case in which a defendant has been charged with a felony related to the cause of death of a decedent.
 - c. Autopsy reports shall be due to County within 30 days following the receipt of toxicology reports by Contractor.

9. Minimum expected autopsy service:

- a. A report of the necropsy findings, including external examination, internal organ description, microscopic studies, pathologic diagnoses, analysis of toxicology reports, cause of death, and other significant conditions that relate.
- b. Collection of body fluids and tissues for toxicological analysis.
- c. Photographs of homicides and any unusual cases.
- d. Diagrams of important external findings on homicide victims.
- e. Collection of evidence for the laboratory examinations.
- f. Routine interpretation of X-Rays.

Contractor will perform all required autopsies, gross and microscopic examination of the tissues, review of toxicological reports, as well as written reports, in facilities provided by the Contractor, unless an exception is agreed to by the parties to this Agreement.

Autopsy cases that involve highly infectious or toxic agents may be, with concurrence of the Contractor and the El Dorado County Sheriff, limited.

10. In addition to autopsies, the pathologists shall provide review of investigator's reports, medical records, and toxicology results in all Coroner cases to assist in the proper determination of case disposition.
11. Contractor shall make available staff involved with an El Dorado case to testify in court or similar proceedings.
12. Contractor shall provide the following specialized services to County;
 - a. Histology
 - b. Forensic Odontology
 - c. Entomology
 - d. Clinical Chemistry
 - e. Forensic Radiology
 - f. Forensic Neuropathology

County will compensate Contractor for the cost of such additional services as Contractor deems necessary for the proper autopsy and determination of findings in an individual case.

13. If County determines to utilize specialized services other than those used by Contractor, subject specimens will be collected by County or its designated agents.
14. County agrees to provide transportation of decedent to Contractor's facility along with relevant medical records and investigative reports.
15. County agrees to remove remains from control of Contractor within five (5) days of autopsy or alternatively reimburse Contractor thirty-five dollars (\$35.00) per day following the fifth day after autopsy.
16. County shall have the discretion to allow persons to be present at any postmortem examination as provided in Government Code Section 27491.4. El Dorado County peace officers will be allowed access to autopsies.

PROTOCOL FOR AUTOPSY REQUEST

1. An "Out of County Autopsy Request" form must be completed by County prior to transport of the body to the Contractor.
2. County will deliver all remains in a sealed body bag that is identified with the decedent's name (if known) and case number.
3. Special requests for body processing, autopsy instructions, or disposition of the body should be made in advance and approved by the Assistant Coroner or Coroner of Sacramento County.
4. The following forms and reports should be faxed to the Contractor or brought with the decedent on the date of the autopsy:
 - Coroner's Investigative Report;
 - Agency Investigative Report (i.e. Sheriff's or Police Department);
 - Medical records, if applicable; and
 - Laboratory forms for toxicology referral.
5. All evidence, including toxicology samples, radiology films, decedent property, etc., will be given to County following completion of the autopsy. County is financially responsible for all toxicology testing, for ensuring that toxicology samples are delivered to the laboratory selected by the County, and for sending a copy of the toxicology report to the Contractor so the findings can be incorporated into the final autopsy report.
6. County may take pictures of the decedent prior to the start of the internal autopsy. Upon request, agencies may be permitted to take photographs during the actual autopsy. The Forensic Pathologist will routinely take photographs of all homicide and rule out homicide cases. Copies of these pictures will be given to County on compact disc.
7. The body will be released to the requesting agency at the completion of the autopsy. Cases processed as homicides or rule out homicides will be held by Contractor for 24 hours after completion of the autopsy. Exceptions to this 24-hour guideline will be made on a case-by-case basis and must be approved by the Forensic Pathologist and the Coroner or Assistant Coroner of Sacramento County.
8. County will be responsible for all news media and family inquiries.