

AGREEMENT NO.

(Agreement for the Provision of Forensic Pathology Services)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2023, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Jiemin Zhou, MD, an independent contractor (“Contractor”).

WHEREAS, the Yolo 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 pathology 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 that it will do so in a manner consistent with and furthering of the Values of Yolo County; 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 Exhibit A and in a manner satisfactory to County.
- B.** Contractor will provide all personnel and labor necessary to provide services in accordance with this Agreement. Any physician providing forensic pathology services at the Yolo County Sheriff’s Office regarding this Agreement shall provide proof of licensing and board certification in forensic pathology or another similar specialty.
- C.** If Contractor is performing services at the Yolo County Morgue facility, County will provide all equipment, materials, and storage necessary for Contractor to provide services in accordance with this Agreement, as set forth in Exhibit A.
- D.** The complete contract shall include the following Exhibits attached hereto and

incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Fee Schedule
Exhibit C	HIPAA Requirements

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. County 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. For the forensic pathology services required by this Agreement, and subject to the condition that the services have been completed in a manner satisfactory to County, Contractor shall be compensated at the rates detailed in Exhibit B; provided, however, that the total amount of compensation to be paid Contractor for all services required by this Agreement shall not exceed seven hundred thousand dollars (\$700,000) for the entire term of October 1, 2023 through June 30, 2025 as follows: three hundred fifty thousand dollars (\$350,000) for the term of October 1, 2023 through June 30, 2024, and three hundred fifty thousand dollars (\$350,000) for the term of July 1, 2024 through June 30, 2025. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

III. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of services in a manner that is satisfactory to County, Contractor shall submit an invoice detailing the services provided, the person(s) providing the service and the rate for the service based on Exhibit B. If requested by County, Contractor shall provide any further documentation to verify the compensation sought by Contractor.

B. Within 30 days of the receipt of Contractor's detailed invoice, County shall either authorize and submit payment or advise Contractor in writing of any concerns that County has with the invoice and any need for further documentation.

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 County, at the times and in the manner specified by this Agreement, or by County if not so specified. Contractor shall follow the National Association of Medical Examiners guidelines in the production of reports. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold payment for such report due Contractor pursuant to this Agreement, and any other

agreement between Contractor and County, until such report is properly submitted as determined by County.

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.

No additional charge will be made for any of the foregoing.

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 County. Upon such notification, County shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VII. TERM AND TERMINATION

A. The term of this Agreement shall be from October 1, 2023, to June 30, 2025, unless sooner terminated as provided in this Agreement.

B. 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) days to cure the default. The notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within fifteen days (or 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.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California

and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of County before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason or no reason by either party at any time during its term, by giving ninety (90) days written notice to the other party.

E. 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) days advance written notice 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. 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 Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, gender, gender orientation, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the Yolo County Counsel. The provisions of this Section shall survive the termination or expiration of this Agreement.

XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the

named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and

volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XII. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County Risk Manager in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, 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.

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:	Jiemin Zhou, M.D. 1507 Bartlett Lane #4203 Sacramento, CA 95815
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If Directed to County:	Yolo County Sheriff's Office 140 Tony Diaz Drive Woodland, CA 95776-9327 Attn: Gina Moya
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B. In lieu of written notice to the above addresses, any party may provide notices through the use of electronic communications, including email and facsimile machines, provided confirmation of delivery is obtained at the time of transmission of the notices and provided the below listed contact information is used:

Contractor:	(231) 633-3130	jiemin.zhou.md@gmail.com
County:	(530) 668-5280	gina.moya@yolocounty.org

C. 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.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, 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, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

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 County. 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 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 the parties 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.

XVIII. AMENDMENT

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

XIX. WAIVER

The waiver by 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. 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.

XXI. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXII. 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.

C. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit B attached hereto.

XXIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between 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 YOLO

CONTRACTOR

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

By: _____
Jiemin Zhou, M.D.

Attest: Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By:  _____
Philip J. Pogledich, County Counsel

EXHIBIT A
SCOPE OF SERVICES

I. DUTIES, RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

- A. CONTRACTOR shall provide Forensic Pathology Services, to include external exams, autopsies, medical record reviews and administrative case closures as requested by the CORONER.
- B. CONTRACTOR shall maintain their Board certification in forensic pathology, as defined by the American Board of Pathology
- C. It is the intent of the CORONER and CONTRACTOR that all phases of autopsies, reports thereof, and ancillary services contained in this contract will be performed as soon as possible.
- D. CONTRACTOR shall provide the determination as to the cause of death in all cases referred by the CORONER 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 the CORONER.
- E. Pathology Reports:
 - I. The CONTRACTOR shall be responsible for preparation of all autopsy, external exam, and neuropathology reports.
 - II. 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.
 - III. The CONTRACTOR shall ensure that any permanent records kept by the CONTRACTOR concerning Coroner cases will be kept in an orderly fashion and in such a manner as to guarantee the chain of evidence and provide for easy retrieval of data.
 - IV. All report, photos, x-rays and other related material generated by the CONTRACTOR concerning CORONER cases shall be the property of the CORONER and any other use of said materials must be agreed to by the CORONER.
 - V. Preliminary reports shall be delivered to the CORONER upon request within 30 days of examination.
- F. Minimum expected autopsy service:
 - I. A report of necropsy findings, including external examination, internal organ description, microscopic studies, pathologic diagnosis, analysis of toxicology reports, cause of death, and other significant conditions that relate.
 - II. Collection of body fluids and tissues for toxicological analysis.
 - III. Additional photographs of homicides, hit and run motor vehicle accident

- victims, and any unusual cases.
- IV. Collection of evidence (hair, fluids, other trace evidence) and routine interpretation of x-rays.
- G. Evaluations and other services: In addition to autopsies, the pathologist 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. CONTRACTOR shall ensure the completion of all protocols and procedures relating to autopsies, external exams and medical consultations as deemed appropriate by the CORONER.
- H. CONTRACTOR shall provide consultation to parties as required by the CORONER. Such consultation and the opinions expressed by the CONTRACTOR in writing or verbally shall only reflect such professional opinions as might be arrived at based upon the amount and type of information provided to CONTRACTOR at or before the time the opinion is given by the CONTRACTOR.
- I. No witness fees, resulting from testimony and/or dispositions for cases assigned to CONTRACTOR by the CORNER, shall be reimbursable under this agreement. This does not preclude the CONTRACTOR from charging such fees to the requesting agency.
- J. This Agreement is binding on CONTRACTOR for all cases of the Yolo County Coroner's Office and does not invalidate nor superseded existing contracts and agreements between CONTRACTOR and other jurisdictions.

II. DUTIES, RESPONSIBILITIES AND RIGHTS OF COUNTY

- A. CORONER shall have sole discretion and control as to which cases, coming under its jurisdiction, shall be referred to CONTRACTOR for examination or administrative review and case closure.
- B. CORONER shall have sole authority to release the identification of the remains to persons or agencies outside the Coroner's office.
- C. CORONER shall have the sole responsibility for and control over the remains in all cases referred to the CONTRACTOR, including control over all anatomical portions hereof for purposes of disposition of remains.
- D. For the performance of postmortem external examinations at the Yolo County Morgue facility, CORONER shall make facilities and materials available to CONTRACTOR during normal business hours, subject to the policies and procedures of the Coroner's office.
- E. For the performance of postmortem external examinations at the Yolo County Morgue facility, CORONER shall furnish to CONTRACTOR, necessary facilities, equipment, and supplies. CORONER shall maintain facilities in a clean and sanitary condition. CORONER will provide appropriate health and safety equipment. Universal precautions shall be standard of care by all personnel involved in the handling of biological material.

F. CORONER shall provide the following specialized services to CONTRACTOR when necessary:

1. Toxicology
2. Entomology
3. Forensic Anthropology
4. Forensic Odontology
5. Histology

However, if needed, CORONER may, upon mutual consent, request histology services from CONTRACTOR. Prices will be negotiated at the time of request.

G. CORONER shall have the right to approve any personnel utilized by the CONTRACTOR in the performance of this Agreement.

H. CORONER shall have the discretion to allow persons to be present at any postmortem examination as provided by Government Code 27491.4.

I. CORONER shall enforce any procedures developed with the CONTRACTOR.

J. CORONER and CONTRACTOR shall confer as to the extent of toxicology and histology work done in connection with autopsies and shall confer as to the format of autopsy reports. Final determination shall be the responsibility of the CORONER.

EXHIBIT B

PRICING

External Examination Performed at Yolo County Morgue Facility

External Examination shall include all aspects of case and shall include review of medical records, transcription, and production of the Final Autopsy Report. Examination shall occur at the Yolo County Morgue Facility. **\$750.00 per case**

External Examination Performed at Sacramento County Morgue Facility

External Examination shall include all aspects of case and shall include review of medical records, transcription, and production of the Final Autopsy Report. Examination shall occur at the Sacramento County Morgue Facility. **\$750.00 per case**

Complex Autopsy Performed at the Sacramento County Morgue Facility

A complex autopsy shall be defined as a homicide or infant death and shall include all aspects of case. Includes review of toxicology, transcription, and production of the final Autopsy Report. Examination shall occur at the Sacramento County Morgue Facility. **\$2,500 per case**

Standard Autopsy Performed at the Sacramento County Morgue Facility

A standard autopsy shall include all aspects of case. Includes internal examination, review of toxicology, transcription, and production of the final Autopsy Report. Examination shall occur at the Sacramento County Morgue Facility. **\$1,700 per case**

Limited Autopsy Performed at the Sacramento County Morgue Facility

A limited autopsy shall include all aspects of the case (head only, chest only, etc.). Includes review of toxicology, medical records, transcription, and production of the final Autopsy Report. Examination shall occur at the Sacramento County Morgue Facility. **\$1,150 per case**

Facility Use with Medical Assistant Staffing Provided by Sacramento County

Use of Sacramento County Morgue Facility (includes supplies and cleaning) by CONTRACTOR with employee staffing to assist doctor during autopsies **\$648 per day**

Facility Use Without Staffing

Use of Sacramento County Morgue Facility by CONTRACTOR without staffing **\$187 per day**

Medical Record Review

Medical record review shall be defined as a review of the coroner case report, available medical records, and digital media pertaining to the deceased person to determine probable cause of death. **\$450 per case**

Consultation

\$500 per hour

EXHIBIT C

HIPAA COMPLIANCE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the “Privacy Rule” and “Security Rule.” Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.
- (b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.
- (n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- (o) Contractor shall report to the County any security incident of which it becomes aware.
- (p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created

or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.