

AGREEMENT FOR AUTOPSY FACILITIES

THIS AGREEMENT, is entered into November 28, 2017, by and between the County of Lake, by and through the Office of the Sheriff-Coroner, hereinafter "COUNTY" and Chapel of the Lakes Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of facilities for the purpose of conducting autopsies, which facilities must meet certain clearly delineated specifications; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said facilities; and

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. As needed by the COUNTY, CONTRACTOR shall provide to COUNTY a facility meeting all specifications enumerated in Attachment "A", attached hereto and incorporated by reference herein, for the Sheriff-Coroner and/or its contracted pathologist(s) to perform those functions associated with an inquiry into and a determination of the circumstances, manner, and cause of death as required by Government Code Section 27491.
2. CONTRACTOR shall provide the COUNTY with a facility which is in compliance with all applicable, federal, state and/or local laws and regulations now in effect or hereinafter promulgated and said facility shall be maintained in strict compliance with the specifications set forth in Attachment "A" during the term of this Agreement.
3. Upon termination of this Agreement, any final request for compensation must be made by CONTRACTOR within thirty (30) days.
4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to the maintenance of the facility provided by CONTRACTOR for COUNTY pursuant to this Agreement.

COUNTY'S RESPONSIBILITIES

5. COUNTY shall compensate CONTRACTOR for the use of its facility in the amount stated and in the manner described in Attachment "B" attached hereto and incorporated herein by reference.

TERM

6. This Agreement shall commence on July 1, 2017 and shall continue from year to year unless amended upon the agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

7. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

8. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

9. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant to this Agreement without the prior written approval of COUNTY.

INSURANCE

10. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

- (a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

- (b) Public Liability and Property Damage Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

- (c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars (\$1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

- (d) Professional Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars (\$1,000,000).

- (e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

11. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

12. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent CONTRACTOR and is not an employee, agent, or servant of COUNTY.

MODIFICATION

13. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by Brian Martin, Sheriff-Coroner.

NON-DISCRIMINATION IN EMPLOYMENT

14. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

15. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

16. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in good standing.

DUE PERFORMANCE – DEFAULT

17. Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. 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. If the party in default does not cure the default within ____ days of the date of that notice (i.e. the 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 shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision 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 time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

INTEREST OF CONTRACTOR

18. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

NON-EXCLUSIVE AGREEMENT

19. This Agreement is nonexclusive and the County shall have the right to obtain similar services from another source or, when necessary, add additional facilities in order to meet its obligations under Government Code Section 27491

SEVERABILITY

20. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

NOTICES

21. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Chapel of the Lakes MORTUARY
Steve Estrada, Manager
1625 N. High Street
Lakeport, CA 95453

//
//
//
//
//
//
//
//
//
//
//
//

ADDITIONAL PROVISIONS

22. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supercedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.


Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

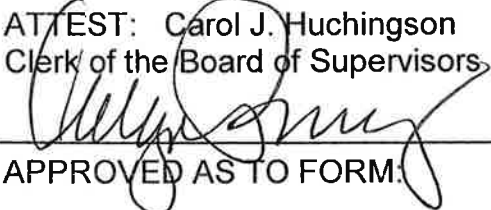
Chapel of the Lakes MORTUARY




Jeff Smith, Chairman
Board of Supervisors



Steve Estrada
Manager

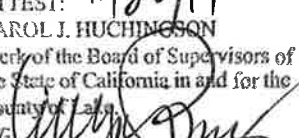
ATTEST: Carol J. Huchingson
Clerk of the Board of Supervisors


APPROVED AS TO FORM.

Anita L. Grant
County Counsel




The within instrument is a correct
copy of the document on file in
this office. 11/28/17

ATTEST:
CAROL J. HUCHINGSON
Clerk of the Board of Supervisors of
the State of California in and for the
County of Lake
By: 

Attachment "A"

- **Adequate Ventilation** – A negative pressure system for ventilation is needed for protection the pathologist, mortuary staff and investigators attending the autopsy from the transmission of infection diseases. This type of ventilation would also exhaust odors from the exam room and provide fresh air to staff.
- **Adequate Lighting** – Dr. Benjamin is requesting the type of lighting such is commonly used in operating rooms. She explained that proper gross examination of tissue is not possible without adequate illumination. These lights are commonly mounted to the ceiling and can be moved and adjusted for optimum visualization.
- **Weight Scale** – Dr. Benjamin is requesting a scale for both weighing the decedent and the organs. At this time the decedent's weight is currently taken from their driver's license, which is not very accurate. Accurate body weight is necessary for calculating body mass index. The body scale would need to be capable of accurately weighing up to 1,000 pounds. The organ scale is typically made of stainless steel and normally has a ten to twelve pound capacity.
- **Adjustable Gurney / Operating Table** – The autopsy table should have the ability to both lock and adjust. This is necessary to avoid neck and back strain by both the pathologist and the prosector. The table must be equivalent to the Ferno Model 101-H, Hydraulic Operating Table. This table is adjustable using three foot pedals and tilts for drainage.
- **Dedicated room for conducting autopsy examinations** – The room where the autopsy examination is performed should be free of distractions from the normal flow of business of the mortuary. I know in the past, Dr. Benjamin has had to stop her examinations, due to mortuary staff arriving at the mortuary and placing decedents in the refrigerator. The minimum working space needs to be no less than 220 square feet. This working space is the minimum need for Dr. Benjamin and an assistant. This does not include additional space, which would be optimal for investigators and other law enforcement officials to attend the autopsies.
- **Counter Space** – There should be sufficient counter space for the pathologist to place tools, personal protective equipment, needles, specimen containers and for filling out paperwork. Additional space is needed for law enforcement personnel to place their equipment and supplies when they attend postmortem examinations.
- **Autopsy Station** – The area where tissue is sectioned should have free flowing water over the cutting board at all times and should be constructed of stainless steel. The station should also have a hand held hose for rinsing off blood and other fluids/tissue, and have an in sink disposal system. Due to the lack of an autopsy station, Dr. Benjamin has had to place the cutting board across the decedent's legs and use that as her work station to section and obtain tissue samples.
- **Staff** – At least one individual is need to undress the decedent, roll them so their back can be examined and, if necessary, place the decedent on their pack for posterior neck dissections, spinal cord removal, or retrieval of projectiles. Staff is also necessary for cleanup of the room after the autopsy.

Attachment "B"

- The use of the autopsy facility will be at a minimum rate of \$225.00 per 3 hour period. Time for charges will start ½ hour prior to the pathologist's scheduled arrival and will end after all remains have been properly taken care of and the autopsy facility has been cleaned and disinfected.
- Additional hours consecutive to the first 3 hours will be at a rate of \$75.00 per hour.
- The autopsy facility will provide a qualified staff person to assist the pathologist, take care of the remains after autopsy and take care of the cleaning and disinfecting necessary after each case at a rate of \$125.00 per case.
- In cases that require visual inspection of remains with the assistance of our staff, the rate will be \$125.00 per event.
- If the autopsy facility is scheduled for an autopsy and the pathologist has to change the time or cancel after the decedent has already been placed in the room, there will be a charge of \$75.00. This is due to requiring a staff member to be at the facility at a specified time as well as taking care of the remains and disinfection of the facility.
- Remains from other mortuaries will need to arrive at Chapel of the Lakes Mortuary ½ hour prior to the pathologist's scheduled arrival for autopsy and will need to be picked up at a scheduled time.
- In order to assist the civilian coroner, face pictures and blood draws at our convenience will continue to be at no charge. However, when those things are needed urgently, there will be a charge of \$75.00 in order to bring a staff member in to facilitate the request.
- Full body pictures require 2 people and will be \$75.00 if the civilian coroner assists or \$125.00 if we use 2 staff members.
- A Medical Waste Account will be set up billing the Lake County Coroner to accommodate medical waste that is accumulated for autopsy purposes.