

## CONTRACT FOR PATHOLOGY SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the County of Lake, hereinafter called the "COUNTY," and Jacqueline Benjamin, MD, hereinafter called "CONTRACTOR."

### RECITALS

WHEREAS, the Sheriff-Coroner is required by Government Code Section 27491 to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise as described in that statute; and

WHEREAS, County requires the services of a licensed physician to provide pathology services, including performing autopsies, and recommending or ordering toxicological, microscopic, and/or other clinical examinations as may be necessary, and to advise and to assist the Sheriff/Coroner in determining the cause of death pursuant to Government Code Section 27401; and

WHEREAS, pursuant to Government Code Section 31000 the County may retain independent contractors to perform special services to or for County or any department thereof; and

WHEREAS, Contractor is willing and able to perform the duties and render the services as more specifically outlined elsewhere in this Agreement; and

WHEREAS, County desires to retain Contractor to perform such services.

NOW THEREFORE, the parties hereto agree as follows:

#### 1. CONTRACTOR'S RESPONSIBILITIES

- A. Perform or cause to be performed autopsies as requested by the Sheriff/Coroner or the Sheriff/Coroner's designated deputy in those cases in which in the circumstances set forth in the relevant provisions of the California Penal Code, Government Code, and Health and Safety Code are determined by the Sheriff/Coroner to be necessary and appropriate.
- B. The extent of the examination shall be determined by the pathologist, and when necessary, may include CNS examinations and microscopic/histological examinations, etc. Pathologist will also perform external examinations and be available for consultation when needed.
- C. The examinations will be provided each day, Monday to Friday, 8:00am to 5:00pm when agreed to by mortuaries and the County's personnel work schedule, absent weekends, holidays, vacations, or unforeseen delays making next day examinations impossible.
- D. The pathologist agrees that she will at all times perform her duties to the best of her ability and in accordance with the highest scientific, professional, and ethical

standards of her profession, and at all times will act within the policies, rules, and regulations of the County, the State of California, and state and local statutes and administrative regulations relating to pathology.

- E. The pathologist shall be available by telephone and have the capacity to be physically present within a reasonable period of time at the request of the Sheriff/Coroner.
- F. The pathologist will not provide toxicological or other laboratory examinations, but will at the expense of the County recommend and order toxicological or other clinical examinations when pathologist believes appropriate or upon the request of the Sheriff/Coroner or his designated deputy.
- G. At the request of the Sheriff/Coroner or his designated deputy, the pathologist will examine medical records, medical history, and/or view a body to ascertain the probably cause of death or advise the Sheriff/Coroner or his designated deputy concerning the necessity for an autopsy and otherwise shall be available for consultation as needed. Upon the request of the Sheriff/Coroner, the pathologist shall consult with private medical doctors to assist in determining whether specific cases require a Coroner inquiry pursuant to GC27491.
- H. Attend and testify at court proceedings and in other legal proceedings as may be required by law when requested or subpoenaed in connection with any civil or criminal case arising out of a death in which the pathologist has conducted an examination. Any individual or entity other than the County of Lake or a Lake County employee who subpoenas the pathologist shall be responsible for pathologist's fee, which shall be negotiated between the pathologist and the proponent of the subpoena.
- I. The pathologist shall perform Sudden Infant Death Syndrome (SIDS) procedures necessary to comply with GC27491.41 and other laws and regulations as may apply to post-mortem examination in such cases.
- J. From time to time Sheriff/Coroner may request pathologist to view the body or bodies at the scene of death and/or perform other investigative services.
- K. The pathologist shall prepare and deliver to Sheriff/Coroner at pathologist's expense a final Coroner's report within twenty one days after each autopsy examination. Such typewritten report shall conform to the customary standards for such reports, and shall include:
  - 1. Name of the deceased, including all identifying information and applicable coroner's case number so far as each may be known to pathologist.
  - 2. Date and time of the autopsy.
  - 3. External examination of the decedent and findings.
  - 4. Internal examination of the decedent, noting condition of specific organs and all internal body systems.
  - 5. Description of the results of the autopsy and determination of the probable cause of death.
  - 6. State of California who may have performed any duty of pathologist at pathologist's request under any other provision of this contract.

- L. Shall pathologist be unable to provide a final report within twenty one days because of circumstances beyond ;her control, pathologist shall submit a Preliminary Pathologic Diagnosis, followed by a final report within five work days after the receipt of the lab results or other information the unavailability of which has been the cause of the delay.
- M. County will furnish to the pathologist the necessary facilities to perform the examinations. The pathologist will provide the storage space for all clinical and pathological specimens which result from each autopsy. The pathologist will supply her own surgical instruments and supplies, and her own transportation to and from the facilities provided by the County and to designated scenes of death unless request to ride with law enforcement personnel. Contractor is not responsible for providing personal protective equipment to County staff.
- N. Upon the request of the Sheriff/Coroner and with his authorization, the pathologist will during an autopsy explain procedures and respond to questions of Sheriff's personnel or other parties authorized by the Sheriff to be involved in the investigation of a case. Should the Sheriff authorize non-law enforcement personnel to view any such autopsy, the pathologist will explain the procedures and respond to questions as appropriate.
- O. The pathologist shall obtain, schedule and pay for the services of a pathologist as may be necessary from time to time to provide coverage for the pathologist when the pathologist is absent for vacations or in case of illness. A curriculum vitae of the pathologist's substitute shall be provided to the County upon the County's request.

## 2. COUNTY'S RESPONSIBILITY

- A. County will furnish to Contractor the necessary facilities to perform the services contemplated by this Agreement. Contractor will provide the storage space for all clinical and pathological specimens which result from each autopsy.

Contractor will supply her own surgical instruments, and her own transportation to and from the facilities provided by County and to designated scenes of death, unless requested to ride with law enforcement personnel. Contractor is not responsible for providing personal protective equipment to County staff.

- B. Except as otherwise specifically provided in this Agreement, for services rendered under this Agreement, other than testimony in court, Contractor shall be paid as follows:

Perform Autopsy:

	Autopsy	External
Lakeport	\$1,300.00	\$800.00
Homicides	\$1,750.00	
SIDS	\$1,500.00	
Microscopic Examination	\$ 200.00 +cost of slide preparation	
Neuropathology Examination	\$ 700.00 <sup>2</sup> +cost of slide preparation	
Examinations at death scenes	\$ 250.00	
Medical Records Review <sup>1</sup>	\$ 250.00	
Prior Case Reviews	\$ 200.00 per hour (billed in ½ hour increments)	
Attendance at meetings	\$ 75.00 per hour (billed in ½ hour increments)	
Specimen Handling Fee <sup>3</sup>	\$ 25.00 per case	
Training	No charge <sup>4</sup>	

*1 This line item pertains to review of medical records and investigative reports in order to determine the cause of death, without physically viewing the body.*

*2 Neuropathology examination involves fixation of the brain and/or spinal cord in Formalin for at least 2 weeks prior to a detailed gross examination. Multiple microscopic sections are also necessary in the evaluation. This evaluation is performed only in certain deaths such as seizure disorder or neurodegenerative diseases, when those diseases are thought to be the cause of death.*

*3 If the County does not have a local laboratory to which blood and tissue cultures can be taken, this fee will be used for packaging and possibly shipping the specimen to a laboratory. Unless the county makes other arrangements, the fee will also be assessed for shipping specimens to the Sonoma County Public Health Lab.*

*4 Contractor will provide one (1), one hour training session twice yearly to Sheriff's personnel, if desired free of charge.*

- C. When requested to testify as an expert witness by County or County employees, such testimony shall be paid at the following rates:

**FEES ASSOCIATED WITH COURT TESTIMONY**

Testimony	\$500.00 per hour; ½ hour minimum; billed in ½ hour increments
Pre-trial Telephone Conference or Office Meeting	\$250.00 per hour; ½ hour minimum; billed in ½hour increments
Trial preparation/ Research	\$250.00 per hour; ½ hour minimum; billed in ½ hour increments

Waiting Time	\$250.00 per hour; billed in ½ hour increments
Travel Time	\$90.00 per ½ hour; billed in ½ hour increments

- D. County shall make every effort to pay Contractor within fifteen days after receipt of Contractor's itemized bill.

### 3. TERM

A. 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 ninety (90) days written notice to the other party

### 4. DUE PERFORMANCE- DEFAULT

- A. 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 10 days of the date of that notice (ie: 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.

### 5. TERMINATION

This Agreement may be terminated as follows:

- A. By mutual consent of the parties; or
- B. By either party upon ninety (90) days written notice to the other.

6. INSURANCE

Contractor shall not commence work under this Agreement until he 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 cancelled until at least twenty (20) days prior written notice has been given to County.

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

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

Certificates evidencing the issuance of the following insurance shall be filed with County within ten (10) days after the date of execution of this Agreement by Contractor and prior to commencement of work hereunder.

- A. **Compensation Insurance.** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, Contractor shall require subcontractor similarly to provide Employer's Liability Insurance and 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 and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon him/herself and his/her employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
- 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 not less than three hundred thousand dollars (\$300,000.00) combined single limit coverage per occurrence.
- 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 Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a Aclaims made® form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** Contractor shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the County for each subcontractor which shall be subject to review and approval by County. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of Contractor described with particularity hereinbelow.
- F. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either Contractor shall reduce or eliminate such deductibles or self-insurance retentions or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M., Best rating of no less than A:VII.

Insurance coverage, in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a Claims Made®, rather than Occurrence® form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, Post Agreement Coverage®) and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub-provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

Contractor agrees to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Agreement.

## 7. STANDARD OF CARE

- A. Contractor represents that she is duly licensed to practice medicine as a physician and surgeon by the State of California and as such is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted medical practices.

## 8. INDEMNIFICATION-HOLD HARMLESS

- A. 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.

9. ASSIGNMENT

- A. 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 to Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to 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.

10. INDEPENDENT CONTRACTOR

- A. 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. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees or contributions required with respect to Contractor and Contractor's officers, employees and agents who are engaged in the performance of the Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

11. MODIFICATION

- A. 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 the Sheriff.

12. NON-DISCRIMINATION IN EMPLOYMENT

- A. In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age (over 40). Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

13. ADHERENCE TO APPLICABLE DISABILITY LAW

- A. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act, (42 U.S.C, Section 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

14. HIPAA COMPLIANCE

- A. Contractor will adhere to titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

15. SAFETY RESPONSIBILITIES

- A. Contractor will adhere to all applicable Cal OSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

16. ATTORNEY'S FEES AND COSTS.

- A. 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.

17. INTEREST OF CONTRACTOR

- A. Contractor hereby covenants that she has, at the time of the execution of this Agreement, no interest, and that (s)he 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.

18. OWNERSHIP OF DOCUMENTS

- A. All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to Contractor hereunder shall become the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

19. RECORDS- AUDIT

- A. Contractor shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids [if applicable], all income, and expenditures. These documents and records shall be retained by Contractor for at least five (5) years from the completion of this Agreement. Contractor will permit County to audit all books, accounts, and/or records relating to this Agreement and/or all accounts or records of any business entities controlled by Contractor who participated in this Agreement. An audit may be conducted on Contractor's premises, or at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days of Contractor's receipt of written notice to do so from the County. Contractor shall refund any moneys erroneously charged.

20. JURISDICTION AND VENUE

- A. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California.  
Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

21. RESIDENCY

- A. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

22. NO THIRD-PARTY BENEFICIARIES

- A. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

23. SEVERABILITY

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

24. NON-APPROPRIATION

- A. In the event County is unable to obtain funding at the end of each fiscal year for pathology services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt

limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

25. NOTICES

- A. 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 enveloped 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  
Lake County Sheriff's Department  
P.O. Box 489  
Lakeport, California 95453

Jacqueline Benjamin, M.D.  
670 Chablis Ct  
Ukiah, California 95482

26. ADDITIONAL PROVISIONS

- A. 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 supersedes 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

CONTRACTOR

\_\_\_\_\_  
Jeff Smith, Chairman  
Board of Supervisors

\_\_\_\_\_  
Jacqueline Benjamin, MD

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

By: \_\_\_\_\_

APPROVED AS TO FORM:

Anita Grant  
County Counsel

By: \_\_\_\_\_

## EXHIBIT A- SCOPE OF WORK

Proposer will use whatever means necessary to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise as described in GC27491. The Proposer shall be a physician licensed to provide pathology services, including performing autopsy's and recommending or ordering toxicological, microscopic, and/or other clinical examinations as may be necessary, and to advise and assist the Sheriff/Coroner in determining the cause of death pursuant to GC 27401. The Proposer performs autopsies when determined necessary by an authorized representative of the Sheriff's Office. In some cases, the death examination may be limited to an external exam or evaluation. When an external examination reveals questions, or issues that in the opinion of the pathologist, require an autopsy to be performed, the pathologist immediately notifies Coroner staff concerning the need for an autopsy. The determination as to the extent of the examination or autopsy shall be upon consultation between the Pathologist and an authorized representative of the Sheriff's Office.

6.1 Statement of Requirements: The following describes the services required of successful proposer. Provide your experience and expertise in the following areas:

- a. Conducting autopsies, external exams and case evaluations.
- b. Explaining autopsy procedures and responding to questions during autopsy.
- c. Conducting on-the-scene examinations, including some of the processes and best practices that must be followed.
- d. Share your experience in completing written examination reports, including the types and complexities of reports. Share how you complete such reports within critical timelines.
- e. Conducting Sudden Infant Death Syndrome (SIDS) evaluations as required by Government Code Section 27491.41 and/or any other applicable laws or regulations.
- f. Participating in county or committee or business meetings. Briefly define your roles and responsibilities during such meetings.
- g. Testifying as an expert witness. Describe a particularly challenging experience.
- h. Recommending anatomical gift feasibility and facilitating donor transactions.
- i. Education and training services for Sheriff's Office personnel (i.e. instructing personnel regarding medical safety issues or information required by the pathologist for effective evaluation of coroner cases).
- j. Complying with chain of custody requirements.
- k. Reviewing and/or reporting on cases conducted by another pathologist.
- l. Fulfilling staffing requirements needed to adequately meet the county's forensic pathologist needs.

6.2 Expectations of Pathology Services: The following list includes, but is not necessarily limited to some of the expectations a pathologist will be required to provide under a potential contract. Respondents must indicate their inability to meet any of these expectations. Pathologists performing services for the County of Lake will be expected to:

Provide case evaluation services, consult with investigators, family members of the decedents, and provide medical doctors, at the request of an authorized representative of the Sheriffs Office to assist in determining whether specific cases require coroner inquiry pursuant to Government Code Section 27491.

Provide cause of death (according to the California Death Registry) through external examinations of decedents when an autopsy examination is not necessary. An external examination may include viewing the body, examining medical records, medical history and similar information.

Maintain and show proof of medical malpractice insurance.

Perform autopsies when determined necessary by an authorized representative of the Sheriffs Office. Such autopsy services may also include:

- a. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriffs Office prior to viewing any autopsy.
- b. Describing procedures: Pathologists may need to explain autopsy procedures and respond to questions during the autopsy.
- c. Laboratory tests: Order toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death.

Perform "On-the-Scene" examinations for certain death investigations. These examinations require viewing the bodies of decedents at the scene of death and/or performing other investigative services (such as interviewing/examining witnesses or suspects). Pathologists may need to respond during and after normal working business hours when requested by authorized representatives of the Sheriffs Office,

Produce examination reports after each external or autopsy examination. The reports should contain the following information:

- a. Name of individual tested, identifying information (such as age; sex and other vital statistics), and applicable coroner case number.
- b. Date external examination concluded or date and time of autopsy.
- c. Description of external examination of individual/records.
- d. Information about the exam processes and procedures, relevant findings and all other specific details needed to support the findings.
- e. Summary of relevant historical and scene information (as available), results/findings from examinations performed and determination of probable cause of death.
- f. Any other information required by applicable state/federal laws or regulations.

- g. Signature of an authorized forensic pathologist licensed to practice medicine in the State of California.

Comply with Sudden Infant Death Syndrome (SIDS) procedures as defined in Government Code Section 27491.41 or any other laws or regulations applicable post-mortem examination of sudden, unexpected infant death cases.

Attend business/committee meetings. Meetings associated with the Countywide Child Death Review Committee, Domestic Violence Death Review Committee, public health and/or other related meetings may require attendance and participation from the pathologist.

Provide and pay for expenses related to transportation to and from any location where services are being performed under the existing service agreement (such as: the CMF, on-scene investigations, meetings and court appearances).

Testify as an expert witness when subpoenaed to do so at any legal proceedings arising in connection with cases in which contractor has conducted an examination. The County of Lake or other entity or individual requesting the appearance of contractor shall pay any fee as may be agreed upon with contractor, or as provided by law for such appearance.

Support and facilitate the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the California Uniform Anatomical Gift Act. This responsibility includes advising Sheriffs Office staff as to whether such procedures would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.

Occasionally educate and train Sheriffs Office personnel. Such training may include, but not limited to, instructing certain Sheriffs detectives regarding medical safety issues or information required by the pathologist for effective evaluation of coroner cases.

Comply with evidence chain of custody protocols implemented by the Sheriffs Office. These protocols generally include obtaining and protecting evidence on or about decedents in such a way that it will be legally admissible in a court law.

Conduct prior case review services. Prior case review typically requires the Pathologist to perform a review, written report and expert testimony of cases where a Pathologist not associated with the County's Pathologist performed the exam.

Responsive proposals shall include the following information:

- Proposer shall include costs for travel time and fuel surcharges if applicable.

- Proposer shall specify when autopsy's will be provided, ie: Monday thru Friday from 8am to 5pm.
- Proposer shall commit to performing requested autopsy not more than 3 days from the time the request for service is made, absent holidays, vacations, weekend days and other unforeseeably delays.

The County reserves the right to retain independent contractors to perform special services under GC31000.