

Pathology Services



COUNTY OF LAKE

Request for Proposal

(RFP #251274)

for

Pathology Services

Issued:

By:

Luke Bingham, Sheriff

DUE DATE AND TIME: July 31st, 2025 at 5:00 PM

PROPOSAL TITLE: "Pathology Services"

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein.

**Mail or Delivery: Lake County Sheriff's Office
1220 Martin Street
Lakeport, CA 95453
ATTN: Capt. Rich Ward**

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1. Purpose

The County of Lake is requesting proposals for pathology services. The said proposal shall be in accordance with the objectives, assumptions, and requirements specified in the following Scope of Work. Respondents are encouraged to suggest additions or modifications to the Scope of Work that will enhance or clarify the proposal.

2. Background:

The Lake County Sheriff's Office, on behalf of the County of Lake, is the authorized representative for the inquiry into the cause of all deaths that are sudden, unexplained, violent, or otherwise as described in GC27491.

3. General Process:

- 3.1 Inquiries/Requests for Additional Information: Fax or email any questions you have, at least seven (5) days prior to **July 18th, 2025**, to the following designated County contact(s):

Name: Rich Ward
Title: Captain
Email: richard.ward@lakecountyca.gov
Fax: 707-262-4225

It is the Proposer's responsibility to ensure the fax has been received.

No communication is to be had with any other County employee regarding this Request for Proposal.

The Sheriff's Office reserves the right to decline to respond to any questions if, in the assessment of the Sheriff's Office, the information cannot be obtained and shared with all registered proposers in a timely manner.

- 3.2 Proposer's Conference:

The Sheriff's Office does not intend to hold a proposer's conference for this RFP. However, if the Office deems it necessary to hold a conference, all registered proposers will be notified in writing.

- 3.3 Time Table:

Issuance of RFP: June 20th, 2025

Questions due: July 18th, 2025

RFP submittals due: July 31st, 2025, 5:00 PM

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4. Format and Submission of Proposals

- 4.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity with the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.
- 4.2 Proposal Deadline: All Proposals must be received no later than the date and time and at the location specified on the Title page. Proposals received after this time and date will not be considered.
- 4.3 Proposal Content: Please assemble your Proposal in the following order.
 - a. Cover Letter: A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.
 - b. Company Profile: Provide a brief history of you or your company, and an executive summary of your response. Content should be no more than two pages.
 - c. Qualifications and Experience: Pathologists performing work for the County of Lake shall be licensed, Board Certified (as defined by the American Board of Pathology) Forensic Pathologist(s) to perform services described herein. Proposer must comply with forensic autopsy performance standards as defined by the National Association of Medical Examiners (N.A.M.E.) Provide in narrative form in this section you or your firm's experience in the services as specified in this RFP, preferably within the State of California. Examples of relevant experience, as current as possible, should be submitted, as appropriate.
 - d. Project Understanding and Approach: Provide an overview of your understanding of the needs of the Sheriff's Office, and understanding of the services to be provided and your approach to the work.
 - e. Scope of Work: Provide your specific proposal to address the Scope of Work outlined in Section 6 below. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. Include also, a proposed time-line for completing the work. If applicable, describe administrative and fiscal management of the program, personnel policies and expected use of subcontractors.
 - f. Pricing: Your proposal shall include costs based on the scope of work, along with the firm's policies on expense charges. Using the rate schedule, provide a breakdown of the cost proposal, allocated by position and task.

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All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

Finally, provide a general description of you or your firm's preferred approach to contracting for your services, including your preferred contract type and compensation schedule.

- g. **Distinguishing Features:** Highlight the main features that distinguish you or your company from your competition relative to this solicitation.
- h. **Deviations:** State on a point-by-point basis, any proposed deviations from full compliance with the requirements described throughout this RFP. You must cite the paragraph number or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations may be considered, provided that you submit adequate explanation and justification for any proposed. If none, please so state.
- i. **References:** Provide a minimum of three references wherein you have provided like services in the last 24 months. Each reference to include the company name, address, telephone number, and contact.

- 4.4 **Proposal Submission:** Submit to the appropriate location specified on the Title Page (either by mail or delivery), seven (5) complete copies plus one (1) original of your Proposal in a sealed package, clearly marked on the outside with your name or company name and return address, the RFP Title and the due date. Faxed proposals will not be considered.

5. Evaluation Process

- 5.1 **Evaluation Panel:** Proposals may be evaluated by a panel of current County employees and members of the public. The sole purpose in the evaluation process is to determine which one serves the County's best interest. The panel's recommendation will be submitted to the Board of Supervisors, or its designee, for consideration. Any final analysis or weighted point score (if any) does not imply that one Respondent is superior to another, but simply that, in the panel's judgment, the Respondent selected appears to offer the best overall solution for the County's current and anticipated needs.
- 5.2 **Investigation:** Submittal of a proposal authorizes us to investigate without limitation the background and current performance of your company and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a proposal or to cancellation of any resulting Contract.
- 5.3 **Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.4 **Award Criteria:** Proposals will be evaluated in relation to all aspects of this Request. Nevertheless, additional weight will be given to the following criteria:
- a. Your responsiveness to this RFP.

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- b. Your previous performance in providing said service.
- c. Our perception of your understanding of our objectives and our desired products and ability to provide quality assurance, as evidenced by your Proposal, and possibly by interviews with you.
- d. Evaluation of cost in relation to the foregoing criteria.

6. 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 autopsies 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 27491. 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. In all cases, the final determination as to the extent of the examination or autopsy shall rest with an authorized representative of the Sheriff's Office.

6.1 Statement of Requirements: The following describes the services required of a 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. Share your experience in completing written examination reports, including the types and complexities of reports. Share how you complete such reports within critical timelines.
- d. Conducting Sudden Infant Death Syndrome (SIDS) evaluations as required by Government Code Section 27491.41 and/or any other applicable laws or regulations.
- e. Participating in county or committee or business meetings.
- f. Testifying as an expert witness. Describe a particularly challenging experience.
- g. Recommending anatomical gift feasibility and facilitating donor transactions.

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- h. 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).
- i. Complying with chain of custody requirements.
- j. Reviewing and/or reporting on cases conducted by another pathologist.
- k. Fulfilling staffing requirements needed to adequately meet the county's forensic pathologist needs.
- l. Shall have all finalized reports to the Lake County Sheriff's Office within 90 days of completing autopsies.

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 Sheriff's 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 Sheriff's Office. Such autopsy services may also include:

- a. Viewing: Autopsies may only be viewed by individuals who are directly involved in the investigation of the death of the decedent. If an individual dies due to the involvement of law enforcement activity, law enforcement personnel directly involved in the death of that individual shall not be involved with any portion of the postmortem examination, nor allowed inside the autopsy suite during the performance of the 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.

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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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 Sheriff's Office staff as to whether such procedures would adversely

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affect the subsequent documentation of injuries or determination of cause or manner of death.

- l. Occasionally, educate and train Sheriff's Office personnel. Such training may include, but not limited to, instructing certain Sheriff's detectives regarding medical safety issues or information required by the pathologist for effective evaluation of coroner cases.
- m. Comply with evidence chain of custody protocols implemented by the Sheriff's 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 of law.
- n. Conduct prior case review services. Prior case review typically requires the Pathologist to perform a review of another Pathologist's written reports, to provide expert testimony in cases.

Responsive proposals shall include the following information:

- Proposer shall include costs for travel time and fuel surcharges if applicable.
- Proposer shall specify when autopsies will be provided, ie: Monday through Friday from 8 am to 5 pm.
- 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 unforeseeable delays.
- Proposer shall provide costs related to laboratory testing should they plan to include these costs as part of their fees.

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

Proposal shall include a breakdown of any costs associated with the above items. (See existing contract as an example)

7. Standard RFP Terms and Conditions

By your submission of a proposal, you agree to be bound by the following conditions:

- 7.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardize the County's and the Respondent's

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negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: “**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**”, and further, provide written notification to the County of its request to keep said information confidential. A Respondent’s request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

- 7.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.
- 7.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.
- 7.4 Disposition of Proposal(s) and Contract Award:
 - a. All proposals shall become the property of Lake County.
 - b. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
 - c. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.
 - d. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
 - e. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
 - f. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.

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- g. The County of Lake reserves the right to select multiple consultants.
- h. The County of Lake is an equal opportunity/Affirmative Action Employer and the successful consultant(s) will be required to comply with the provisions of the Federal Executive Order 11246 and applicable state and federal laws. Consultant(s) should be familiar with the Employer's Practical Guide to Reasonable Accommodation under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U. S. Department of Labor's Office of Disability Employment Policy.

7.5 Bid Appeals:

Any party with a direct financial interest who is aggrieved by any alleged material irregularity in connection with the intended award of a bid, may file a bid protest with the Purchasing Agent or Assistant Purchasing Agent, where such protest is based on alleged violations of Federal, State, or local law or ordinance, or alleged material irregularity in either the County's bid invitation or in the bid to which an awarded is intended. Generally, non-material irregularities in a bid response are those that substantially conform to the bid requirements and do not affect the bid price, time or conditions in such a way as to affect the amount of the bid or provide a competitive advantage or benefit not allowed to other bidders. Material irregularities in a bid invitation provide a competitive advantage or benefit to one (1) bidder that is not enjoyed by other bidders. The Purchasing Agent or Assistant Purchasing Agent may determine whether an alleged irregularity exists and whether it is material or non-material and shall have the authority to waive non-material irregularities. A bid protest must:

- (a) Be written,
- (b) State the specific alleged violation of law or alleged material irregularity,
- (c) Request a determination of the appeal,
- (d) Provide a telephone number and email address at which the appellant can be contacted,
- (e) Be filed no later than seven (7) days after the date of the Notice of Intent to Award Letter and/or formal Bid Opening (holidays accepted). Any protest filed after this time will not be considered.

The party filing the appeal ("appellant") must concurrently transmit a copy of all appeal documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the appeal.

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Within seventy-two (72) hours of receipt of appeal, the Purchasing Agent or Assistant Purchasing Agent shall provide written notification to the appellant of the determination. A determination under this procedure shall be final except that the Purchasing Agent's decision may be appealed to the County Administrative Officer in writing within forty-eight (48) hours from the Purchasing Agent's or Assistant Purchasing Agent's notification to appellant.

Respondent 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 the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.

7.6 Default by Respondent:

In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

7.7 Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.

7.8 It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.

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7.9 Errors and Omissions:

If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification. Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

7.10 Security and Confidentiality:

To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors who may require periodic access to secured areas within the County may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.

7.11 Insurance:

Successful Respondent agrees to comply with the County's standard insurance provisions, which can be reviewed in the attached sample contract (Exhibit A).

7.12 Governing Laws:

The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

7.13 Each Respondent shall inform themselves of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances, and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

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- 7.14 This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.
- 7.15 The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

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AGREEMENT FOR _____

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor", collectively referred to as the "parties".

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, _____ shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A/B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Definitions, Exhibit B – Scope of Services, Exhibit C – Fiscal Provisions, and Exhibit D – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on _____ 20__, and shall terminate on _____ 20__, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

OR

This Agreement shall commence on _____ and continue in full force and effect until terminated as hereinafter provided.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed _____ (\$ _____).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon _____ (not to exceed 30) days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION.** 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 compensation may be modified by mutual written consent of Contractor and County executed by [Department Head].

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Department
Address

Contractor
Address
City/State

AGREEMENT FOR _____

City/State _____

Attn: _____

Attn: _____

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Definitions – *(if applicable)*

Exhibit B – Scope of Services

Exhibit C – Fiscal Provisions

Exhibit D – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

[Contractor's name or Business]

If applicable

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: _____

By: _____

AGREEMENT FOR _____

EXHIBIT “A” – DEFINITIONS
(If applicable)

EXHIBIT “B” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES. *Enumerate those duties the Contractor is required to perform and the time within which the Contractor must perform them.*

1.1

1.2

1.3

1.4

2. REPORTING REQUIREMENTS. *(if applicable) Contractor shall submit (quarterly, monthly) reports in a format approved by County by the 10th of the month following the report period.*

3. RECORDS RETENTION. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

4. COUNTY RESPONSIBILITIES. *(if applicable) Enumerate those additional County responsibilities which are NOT addressed elsewhere in this agreement. Example: A. County staff will facilitate and process the referrals to the Contractor.*

4.1

4.2

4.3

4.4

EXHIBIT “C” – FISCAL PROVISIONS

1. **CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

2. **INVOICES.** *(if applicable)*

2.1 Contractor’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

3. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor’s financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **BUDGET.** *(if applicable)* The Contractor shall submit, in advance, a detailed budget, in the format provided by County for review and approval by the County. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be approved in advance by the County.

5. **EXPENDITURE OF FUNDS.** *(if applicable)*

5.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

5.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

EXHIBIT “D” – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).

4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

4.4 Environmental Protection Agency Regulations (40 CFR and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.** [Select one of the three following options]

[1] 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. **OR**

[2] Contractor shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise from or be incurred as a result of the negligent performance of this Agreement by Contractor. **OR**

[3] Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. **STANDARD OF CARE.** Contractor represents that it 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 practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (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 period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension 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.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain 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 coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain 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.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement 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).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 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.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 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.

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

10. ATTORNEY'S FEES AND COSTS. 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.

11. ASSIGNMENT. 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 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.

12. PAYROLL TAXES AND DEDUCTIONS. Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. INDEPENDENT CONTRACTOR. 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 this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.
17. **HIPAA COMPLIANCE.** 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.
18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA 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.
19. **JURISDICTION AND VENUE.** 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.
20. **RESIDENCY.** 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.
21. **NO THIRD-PARTY BENEFICIARIES.** 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.
22. **PUBLIC RECORDS ACT.** Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.