

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND  
BENNET OMALU PATHOLOGY**

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This agreement is entered into between the County of Tehama, through its Sheriff's Office (County) and Bennet Omalu Pathology (Contractor) for the provision of providing forensic pathology services.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall, upon request by the Tehama County Sheriff/Coroner or his/her authorized deputies, perform a review of the medical or dental records of decedents, perform external examinations of decedents, and/or perform external and internal investigations of decedents.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for its services pursuant to Sections 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$100,000.00 per year. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15<sup>th</sup> and 30<sup>th</sup> of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make

payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on March 1, 2025, and shall terminate February 29, 2028, unless terminated due to the conditions set forth herein.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7. **ENTIRE AGREEMENT: MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

“independent contractor” status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

**NOTICES TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Dave Kain, Sheriff-Coroner  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 527-7900  
[dkain@tehamaso.org](mailto:dkain@tehamaso.org)

**NOTICES TO CONTRACTOR:**

Bennet Omalu Pathology  
1621 Executive Court  
Sacramento, CA 95864  
(279) 345-1300 Ext 103  
[wendy@bennetomalulu.com](mailto:wendy@bennetomalulu.com)

**INVOICES SUBMITTED TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Accounting Division  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 528-8979 option 1  
[nbrummond@tehamaso.org](mailto:nbrummond@tehamaso.org)

**GRANTS/CONTRACTS TO COUNTY:**

Tehama County Sheriff's Office  
Attn: Grants/Contracts  
P.O. BOX 729  
Red Bluff, CA 96080  
(530) 528-8979 option 2  
[jcrane@tehamaso.org](mailto:jcrane@tehamaso.org)

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. **COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: MAR 4 2025

**VICE**

Patricia D. Nolen  
Chairman, Board of Supervisors

Date: 02/10/25

  
Dave (Feb 10, 2025 18:31 PST)  
Sheriff-Coroner, Dave Kain

Date: 02/10/2025

  
Dr. Bennet Omalu, MD, Contractor

Agreement #:

2025-049

127749

Vendor Number

2072-53230

Budget Account Number

[wendy@bennetomalu.com](mailto:wendy@bennetomalu.com)

Vendor/Contractor email address

(279) 345-1300 Ext 103

Vendor/Contractor phone number

## Exhibit A

### **INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)  
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

#### Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is

written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



# Bennet Omalu

P A T H O L O G Y

**THREE-YEAR COST PLAN AND FEE SCHEDULE**  
**2025 - 2028**  
**COUNTY OF TEHAMA, CALIFORNIA**

[bennetomalubennetomalu.com](mailto:bennetomalubennetomalu.com)

**1621 Executive Court**  
**Sacramento, CA 95864**

**Office Phone Number: 279-345-1300**  
**Cell Phone Number: 209-712-9092**

## **COST PLAN AND FEE SCHEDULE NARRATIVE**

The last time our service costs were increased was in 2019. Since then, the cost of doing business, including inflation, labor, materials, and utilities costs, have increased by about 20 – 25%. Unfortunately, at this time, in order to remain in business, we have to increase our service costs, however we are increasing them by a reasonable rate of about 0 - 20% only. The expected start date for this fee schedule is March 1, 2025.

### **A. Free Services and Waived Fees:**

Bennet Omalu Pathology will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service. We shall charge for only direct autopsy related services with no billing for administrative services.

- |                                                 |                                                          |
|-------------------------------------------------|----------------------------------------------------------|
| 1. Transportation to and from County of Tehama: | No Charges                                               |
| 2. Training and continuing medical education:   | No Charges [Maximum of 2 sessions per year] <sup>1</sup> |
| 3. County administrative and committee meetings | No Charges [Maximum of 2 meetings per year] <sup>2</sup> |
| 4. Transcription services:                      | No Charges                                               |
| 5. Doctor trip fee:                             | No Charges                                               |

### **B. Direct Autopsy Services:**

Bennet Omalu Pathology will charge the same autopsy fees for all categories and types of full autopsies. However, there shall be a “Complex Case Fee” surcharge for homicides, infant and pediatric autopsies, motor vehicle, train and aircraft crashes and suspicious cases that are treated like homicides. While we do not differentiate types of autopsies based on the type of case or age of the deceased, certain autopsies require complex handling, processing, documenting and analyses and can take 5 – 10 times longer to perform and complete. This will still save the county significant amounts of money if these bodies were to be shipped to other agencies, counties and facilities for autopsies.

- |                                                              |                     |
|--------------------------------------------------------------|---------------------|
| 1. Full Autopsy                                              | \$2,000.00 per case |
| 2. Partial or Targeted Autopsy                               | \$1,700.00 per case |
| 3. External Autopsy                                          | \$1,200.00 per case |
| 4. Medical Records Review                                    | \$ 650.00 per case  |
| 5. Tissue Grossing and Processing                            | \$ 165.00 per case  |
| 6. Microscopic Examination and Analysis                      | \$ 350.00 per case  |
| 7. Autopsy Technician Fee                                    | \$ 390.00 per case  |
| 8. Specimen handling, processing, storage and transportation | \$ 65.00 per case   |
| 9. Complex Case Fee                                          | \$ 497.00 per case  |
| 10. Autopsy Tissue Immunohistochemistry [All Types]          | \$ 149.00 per slide |
| 11. Specialized Autopsy Tissue Histochemistry [All Types]    | \$ 149.00 per slide |
| 12. Review of prior or archival cases and autopsies          | \$ 600.00 per hour  |
| 13. Scene visits and scene investigations                    | \$ 600.00 per hour  |

<sup>1</sup> If greater than 2 sessions in one year, Bennet Omalu Pathology shall bill \$600.00 per hour

<sup>2</sup> If greater than 2 meetings in one year, Bennet Omalu Pathology shall bill \$600.00 per hour

**C. Forensic Neuropathology Services**

The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of \$7,500 to \$15,000 for forensic neuropathology examination of cases sent to us from universities, coroners and medical examiners from across the United States. We are reducing this rate by 60-80% for Tehama County because of the contractual relationship we share.

1. Whole brain examination with or without spinal cord, pituitary gland and dura mater \$2,550.00 per case
2. Brain tissue histology \$ 410.00 per case
3. Brain immunohistochemistry [All types] \$ 149.00 per slide
4. Specialized brain histochemistry [All types] \$ 149.00 per slide

**D. Specialized Tissue and Body Fluid Testing and Laboratory Analysis**

Each test including tissue histological and immunohistochemical analyses, mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from Bennet Omalu Pathology

1. The County shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from Bennet Omalu Pathology.
2. The per unit cost of these tests are not available and cannot be determined. There are many laboratories across the United States that we use for our services, and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all these possible tests performed by different laboratories across the United States. Most of the tests cost from several tens of dollars to several hundreds of dollars. Most laboratory tests cost less than \$3,600.

**E. Specialized Tissue Reagents and Chemicals**

These are all types of specialized tissue reagents and chemicals that are not used routinely for example Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used or used once or twice in 5-10 years.

1. The County shall be billed the total purchase price with attached invoice or receipt of purchase.

**F. Autopsy Supplies**

These are all types of supplies for performing autopsies, handling and processing tissue and body fluid samples for example specimen tubes and DNA cards.

1. Bennet Omalu Pathology will bill the county the total purchase price with attached invoice or receipt of purchase whenever the county instructs us to purchase autopsy supplies.

**G. Expert Witness, Consultations and Testimonies**

- |                                                                |                   |
|----------------------------------------------------------------|-------------------|
| 1. Testimony [preliminary hearing, grand jury and trial]       | \$600.00 per hour |
| 2. Pre-trial office or telephone conferences and consultations | \$600.00 per hour |
| 3. Trial preparation and research                              | \$600.00 per hour |
| 4. Composition of all types of reports                         | \$600.00 per hour |
| 5. Waiting time in court                                       | \$280.00 per hour |

**H. SUBMISSION OF INVOICES**

Invoices will be submitted by Bennet Omalu Pathology to the designated personnel at the Sheriff-Coroner's Office or District Attorney's Office, by e-mail, on bi-weekly basis, by the 15<sup>th</sup> of every month, and by the 30<sup>th</sup> of every month [by the 28<sup>th</sup> for the month of February] for autopsies that have been performed and other services that have been provided. Payments are expected within 30 days of receipt of all invoices.

# Agreement - Dr. Omalu REV1, Signed

Final Audit Report

2025-02-11

|                 |                                                         |
|-----------------|---------------------------------------------------------|
| Created:        | 2025-02-10                                              |
| By:             | Tehama County Sheriff-Coroner (accounting@tehamaso.org) |
| Status:         | Signed                                                  |
| Transaction ID: | CBJCHBCAABAAjut0IUEBGJmNNkT4xVgPu_kTy7FzKJJq            |

## "Agreement - Dr. Omalu REV1, Signed" History

 Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)  
2025-02-10 - 8:51:56 PM GMT

 Document emailed to dkain@tehamaso.org for signature  
2025-02-10 - 8:52:03 PM GMT

 Email viewed by dkain@tehamaso.org  
2025-02-11 - 2:31:11 AM GMT

 Signer dkain@tehamaso.org entered name at signing as Dave  
2025-02-11 - 2:31:54 AM GMT

 Document e-signed by Dave (dkain@tehamaso.org)  
Signature Date: 2025-02-11 - 2:31:56 AM GMT - Time Source: server

 Agreement completed.  
2025-02-11 - 2:31:56 AM GMT



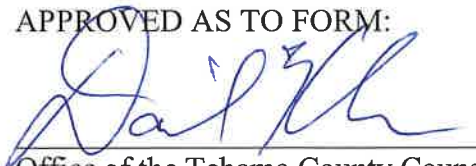
**E-Contract Review**  
**Approval as to Form**

Department Name: Tehama County Sheriff's Office

Vendor Name: Bennet Omalu Pathology.

Document Description: Agreement for Forensic Pathology Services

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: \_\_\_\_\_

2/18/25



## Tehama County Minutes Certification

File Number: 25-0264

Enactment Number: MISC. AGR 2025-049

**10. SHERIFF'S OFFICE - Sheriff Dave Kain**

**25-0264**

a) AGREEMENT - Approval and authorization for the Chairman to sign the Agreement with Bennet Omalu Pathology for the provision of providing forensic pathology services for the rates set forth in Exhibit "B" with a not to exceed amount of \$100,000 per year, effective 3/1/25 through 2/29/28.

**RESULT:** APPROVE

**MOVER:** Greg Jones

**SECONDER:** Tom Walker

**AYES:** Supervisor Jones, Supervisor Walker, and Vice Chair Nolen

**ABSENT:** Supervisor Burroughs, and Chairperson Hansen  
Enactment No: MISC. AGR 2025-049

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 3/4/2025.

Attest:

  
Deputy

**March 06, 2025**

**Date Certified**