

AGREEMENT FOR FORENSIC PATHOLOGY SERVICES

THIS FORENSIC PATHOLOGY SERVICES AGREEMENT is made and entered into this March 1, 2018 ("Effective Date") by and between the County of Tehama, a political subdivision of the State of California (hereinafter "COUNTY"), and Bennet Omalu Pathology, a California professional organization (hereinafter "CONTRACTOR") COUNTY and CONTRACTOR are at times each referred to herein as a "Party" or, collectively, as the "Parties".

RECITALS

WHEREAS, COUNTY is in need of forensic pathology services; and

WHEREAS, CONTRACTOR provides experts in forensic pathology whom are licensed to practice medicine in the State of California and, therefore, are duly qualified to provide the services needed by the COUNTY; and

WHEREAS, in the judgment of the Tehama County Board of Supervisors, it is necessary and desirable to employ the services of CONTRACTOR for the above purposes; and

WHEREAS, such contracts are authorized by California Government Code Sections 27499 and 31000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 **CONTRACTOR'S RESPONSIBILITIES**

- 1.1 CONTRACTOR shall perform autopsies when determined necessary by an authorized representative of the COUNTY in accord with governing laws. The extent of such examination shall be determined by CONTRACTOR and may include microscopic slide preparation and examination, weighing of organs and other examination/documentation techniques, as appropriate.
 - a. In the event individuals participating in the investigation or prosecution of a case are authorized by the COUNTY to view an autopsy, CONTRACTOR will observe the standards of the profession to explain the procedures and respond to questions during the autopsy.
- 1.2 Order toxicological, bacteriological, serological, or other laboratory studies deemed necessary for appropriate conclusion of cases by laboratory(ies), authorized for such services by the COUNTY.
- 1.3 Provide a complete type written report within thirty (30) working days after each autopsy examination, or as soon as therefore possible, in so long as requested ancillary testing and additional specialty consultation has been completed. Ninety (90%) of reports shall be finalized within 90 (ninety) calendar days in keeping with industry standards and guidelines. These reports are to contain the following information, at a minimum:

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ARTICLE 2
COUNTY'S RESPONSIBILITIES

- 2.1 **Fees.** COUNTY shall pay CONTRACTOR the fees set forth in Article 3 below.
- 2.2 **Transportation of Bodies/Remains.** COUNTY shall arrange and pay for the transportation of bodies to the location in which the procedure is to be performed. COUNTY assumes responsibility for all associated charges.
- 2.3 **Space, Equipment and Storage.** COUNTY shall provide equipment, supplies and facility in which autopsies or any other postmortem examinations are to be performed and provide for the storage of specimens and tissue samples that CONTRACTOR considers necessary to retain as evidence for further testing, as set forth in Exhibit C attached hereto. As stated above, such location will be the Yolo County Sheriff/Coroner facility, located at 140 Tony Diaz Drive, Woodland, CA 95776.
- 2.4 **Third Party Testing.** COUNTY shall provide direct payment to authorized laboratory contractor(s) for services ordered pursuant to 1.2 above.
- a) COUNTY shall provide direct payment to authorized third party laboratory(ies), including but not limited to toxicology, microbiology and serological tests, or other ancillary tests ordered by CONTRACTOR, considered necessary for adequate conclusion of the case.
- b) COUNTY shall obtain and pay for consultants in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be necessary and mutually agreed upon by CONTRACTOR and COUNTY for a small number of unusual/extraordinary cases that cannot otherwise be adequately concluded, recognizing that CONTRACTOR is a generalist in the discipline of forensic pathology.

ARTICLE 3
COMPENSATION

- 3.1 **Compensation.** COUNTY shall pay CONTRACTOR for services performed in accordance with Exhibit B, attached hereto and incorporated herein by this reference. Maximum compensation payable under this agreement shall not exceed \$60,000.00 per year. Inasmuch as CONTRACTOR is providing services as an independent contractor, there shall be no deductions by COUNTY from the payment for taxes, benefits or other types of withholdings. Fees specified herein shall not be subject to change during the term of this Agreement, unless mutually agreed, in writing, by both Parties.
- 3.2 **Other Services.** On occasion, COUNTY may require testimony, consultation or other services by CONTRACTOR, in which case such services are rendered at CONTRACTOR'S fee schedule at the time such services are requested and will be billed separately.

McC 3

ARTICLE 7
INSURANCE

- 7.1 CONTRACTOR shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor", attached hereto and incorporated by reference.

ARTICLE 8
INDEMNIFICATION-HOLD HARMLESS

- 8.1 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 or willful misconduct of COUNTY.

ARTICLE 9
INDEPENDENT CONTRACTOR

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

ARTICLE 10
MODIFICATION

- 10.1 This Agreement may only be modified by a written amendment hereto, executed by both Parties; however, matters concerning Contractor's Responsibilities and fee schedule, which do not materially affect the payment limit for each fiscal year, may be modified by mutual written consent of CONTRACTOR and COUNTY executed by Sheriff/Coroner, or designated representative.

ARTICLE 15
NOTICES

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

If directed to County: Dave Hencratt, Sheriff-Coroner
Tehama County Sheriff's Office
P.O. Box 729
Red Bluff, Ca. 96080

If directed to Contractor: Bennet Omalu Pathology
3031 West March Lane, #323
Stockton, California 95219

ARTICLE 16
ADDITIONAL PROVISIONS

- 16.1 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.

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

County of Tehama



Dave Hencratt, Sheriff-Coroner

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Date

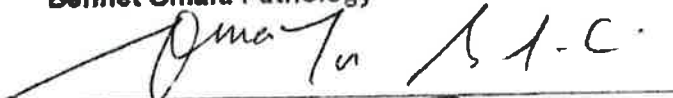


Chairman, Board of Supervisors

MAR 13 2018

Date

Bennet Omalu Pathology



Bennet Omalu, M.D.

2-2-18

Date

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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

PRICING

Our proposed fee schedule and pricing is based on, and adapted from the currently existing fee schedules for Jacqueline Benjamin, M.D. and Forensic Medical Group, Inc, who are both providing pathology services to County of Lake. We combined both fee schedules and adopted the averages where applicable.

Fees Associated with Autopsy and Pathology Services [Sheriff-Coroner's Office]

1. **External Autopsy** **\$ 800.00**
2. **Partial or Targeted Autopsy** **\$1100.00**
 Partial or targeted autopsies are autopsies whereby the cavities of the body are opened to examine specific organs to document a specific autopsy evidence in question. For example, a 75-year-old man with a very well-documented medical history of advanced Coronary Atherosclerotic Disease, but is found dead at home on the floor at the bottom of the stairs, with abrasions and contusions of the forehead. An external examination is performed, but in addition, the scalp and cranial cavity are opened to examine the brain and rule out any subdural hemorrhage or other traumatic brain injury that may have caused or contributed to his sudden death. Histologic sections may or may not be taken depending on the prevailing autopsy scenario.
3. **Full Autopsy** **\$1500.00**
 We are charging a flat fee for all full autopsies regardless of the type of autopsy. We will not distinguish a homicide autopsy or an autopsy on a child or infant from other types of autopsies. This will be a cost saving measure for the county.
4. **Microscopic Examination** **\$ 200.00 plus cost of slide preparation**
5. **Medical Records Review** **\$ 325.00**
6. **Forensic Neuropathology Examination** **\$2000.00 plus cost of slide preparation**
 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 \$5000 to \$6000 for forensic neuropathology examination of cases sent to us from coroners and medical examiners from across the United States. We are reducing this rate by about 60% for County of Tehama because of this contractual relationship.
7. **Review of prior or archival cases** **\$250.00 per hour**
[maximum of \$2500.00 per case]
8. **Attendings at meetings** **\$100.00 per hour**
[maximum of \$500.00 per day]
9. **Death scene visit and investigation** **\$500.00 per scene visit**
10. **Specimen handling fee** **\$25.00 per case**
11. **Body fluid and tissue analysis [Toxicology, Histology, Microbiology, Biochemical, Mutational]**
 The laboratories performing these body fluid and tissue analyses will bill Bennet Omalu Pathology; Bennet Omalu Pathology will pay these bills and in turn bill Tehama County exactly the same amounts billed for these analyses without any other added cost. Bennet Omalu Pathology serves several counties and has a sufficient volume of cases across these counties to negotiate lower rates with these laboratories than one county would.

E-Contract Review
Approval as to Form

Department Name: Sheriff

Vendor Name: Bennet Omalu Pathology

Contract Description: Agreement for pathology services.

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Richard Stout, County Counsel

Date: 02/21/2018

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

23. SHERIFF'S DEPARTMENT

- a) **AGREEMENT** – Authorization for the Chairman to sign the Agreement for Forensic Pathology Services with Bennet Omalu Pathology for the purpose of providing Autopsy Services requested by the Tehama County Sheriff's/Coroner Office for the rates as set forth in Exhibit "B" with maximum compensation amount not exceed \$60,000, effective 3/1/18 and shall remain in effective for three years.

(Miscellaneous Agreement #2018-65).

Following comments;

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Steve Chamblin, Supervisor - District 1
AYES:	Carlson, Garton, Chamblin, Williams, Bundy

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, 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 Supervisor on the 13th day of March, 2018.

DATED: March 15, 2018

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy: _____

