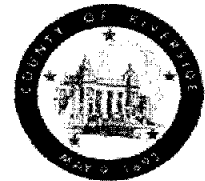


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

159



**FROM:** Stanley L. Sniff Jr., Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
04/18/11

**SUBJECT:** Approval of a Revenue Agreement for Tissue and Organ Recovery with One Legacy, Inc. as a Sole Source Service Provider for the Sheriff-Coroner

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve and execute the revenue agreement with One Legacy, Inc. for tissue and organ recovery, without securing competitive bids, in accordance with Ordinance 459.4.
2. Authorize the Purchasing Agent to execute amendments on behalf of the County and exercise the option to renew the agreement annually for up to four (4) additional one year periods.

**BACKGROUND:** On 2/26/08 (3.51), the Board of Supervisors awarded a three-year agreement to One Legacy, Inc. for the provision of tissue and organ recovery services to the Sheriff-Coroner.

BR 11-073 (Continued on Page 2)

*[Signature]* For  
Stanley L. Sniff Jr., Sheriff-Coroner-PA  
Will Taylor, Director of Administration

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost:	N/A	For Fiscal Year:	FY 2010-11

<b>SOURCE OF FUNDS: Coroner Revenue</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *[Signature]*  
Robert Tremaine

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 02/26/08 3.51 | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.43

Purchasing: *[Signature]*  
 Mark Seiler, Assistant Director  
 Departmental Concurrence

The award was made after an evaluation team, consisting of staff from County Purchasing and the Sheriff's Department, selected One Legacy from the three proposals that were submitted in response to a County Purchasing request, initially mailed to 95 vendors and advertised on the County Purchasing website. One Legacy was determined to have the most qualified personnel and the most extensive experience operating with other Coroner's agencies in the state and with Southern California hospitals.

The initial tissue and organ recovery agreement concluded on February 26, 2011. The Sheriff's Department is now recommending that the Board award a five-year agreement to One Legacy, without again securing competitive bids, based on the following justifications.

The U.S. Department of Health and Human Services, based on a March, 2010 Federal recertification survey, has designated One Legacy as the only Organ Procurement Organization (OPO) for the seven counties in the Los Angeles Metropolitan Area (Kern, Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara and Ventura). As sole OPO for the L.A. Metropolitan Area, it also serves as the only recovery agency for Riverside County. One Legacy also maintains service agreements with all 220 acute care hospitals in its designated service area (See DHHS letter attached).

One Legacy has agreements with all of the Riverside County hospitals as the sole organ, tissue and corneal recovery agency. Below is a list of the hospitals with which it maintains signed agreements:

- 1) Corona Regional Medical Center
- 2) Desert Regional Medical Center
- 3) Eisenhower Medical Center
- 4) Hemet Valley Medical Center
- 5) Inland Valley Medical Center
- 6) John F. Kennedy Memorial Hospital
- 7) Kaiser Permanente Riverside Medical Center
- 8) Menifee Valley Medical Center
- 9) Moreno Valley Community Hospital
- 10) Parkview Community Hospital Medical Center
- 11) Rancho Springs Medical Center
- 12) Riverside Community Hospital
- 13) Riverside County Regional Medical Center

At the origination of the tissue and organ recovery agreement, Sheriff's staff calculated a flat-rate monthly fee of \$1,513 that it charged One Legacy to reimburse the County for the use of the Coroner's facilities where the agency conducts recovery work. The Board approved this fee on July 31, 2007 (3.97).

In March 2009, the Agreement was amended to reflect a flat-rate monthly fee of \$2,089. In July 2010, the Agreement was again amended to change the cost structure to that of a per recovery charge, with a new rate of \$267 per recovery, instead of the monthly flat-rate. The new fee charge is estimated to return \$28,000 in FY 10-11 revenue.



**DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**CENTERS FOR MEDICARE & MEDICAID SERVICES**  
**WESTERN CONSORTIUM**  
**DIVISION OF SURVEY AND CERTIFICATION**

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March 9, 2011

Captain Dave Nordstrom  
Riverside County Sheriff's Department  
Coroner Bureau  
800 S. Redlands Avenue  
Perris, CA 92570

Dear Captain Nordstrom:

OneLegacy is the only Federally designated organ procurement organization (OPO) for the seven (7) counties in the Los Angeles Metropolitan Area which include Kern, Los Angeles County, Orange, San Bernardino, Santa Barbara, Ventura, and the County of Riverside. As sole OPO for the LA Metropolitan Area, it also serves as the only recovery agency for the County of Riverside.

OneLegacy was determined to meet all applicable Conditions of Coverage as an OPO under 42 CFR Part 486 Subpart G by the Centers for Medicare and Medicaid Services (CMS) following a Federal recertification survey conducted on March 19, 2010. As part of the requirements which CMS reviews prior to certification, OneLegacy also has service agreements with all 220 acute care hospitals in its designated service area to provide organ and tissue donation services including referral response, evaluation, and recovery.

If you need further information or have questions regarding the content of this letter please call me at 415-744-3703. I can also be reached at [Edgardo.japitana@cms.hhs.gov](mailto:Edgardo.japitana@cms.hhs.gov).

Sincerely,

Edgardo Q Japitana  
Nurse Consultant  
CMS Western Consortium  
San Francisco Regional Office

Date: 03/29/11

From: R. Meyers Department/Agency: Sheriff - Coroner

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: **Organ Procurement**

Supplier being requested: **OneLegacy, Inc.**

Alternative suppliers that can or might be able to provide supply/service: **In September 2007, when County Purchasing issued a RFP for a Tissue and Organ Procurement service only three companies responded. However, in March 2010, following a survey conducted by the Centers for Medicare and Medicaid, OneLegacy was determined to meet all applicable Conditions of Coverage as an Organ Procurement Organization (OPO). Letters from OneLegacy and the U.S. Department of Health and Human Services (DHHS) are attached to document this survey and results.**

**The DHHS letter informs the County that OneLegacy is the only federally designated OPO for the Los Angeles Metropolitan Area.**

Extent of market search conducted: **None.**

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: **The U.S. Department of Health and Human Services has designated OneLegacy as the only OPO for the seven counties (Kern, Los Angeles, Orange, Riverside, San Bernardino Santa Barbara and Ventura) in the Los Angeles Metropolitan Area. As sole OPO for the L.A. Metropolitan Area, it also serves as the only recovery agency for Riverside County.**

**One Legacy also maintains service agreements with all 220 acute care hospitals in its designated service area.**

Reasons why my department requires these unique features and what benefit will accrue to the county: **Timely organ recovery and placement is a life-saving service which the County has identified as a crucial duty to the public.**

Price Reasonableness: **The Sheriff's Department annually analyzes the costs at the Coroner's Facilities and has set fees charged to OneLegacy to accomplish full cost recovery.**

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No.**

Period of Performance: **Five years**

*(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)*

  
\_\_\_\_\_  
**Department Head Signature**

5/12/11  
**Date**

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

  
\_\_\_\_\_  
**Purchasing Agent**

5-12-11  
**Date**



March 15, 2011

Captain Dave Nordstrom  
Riverside County Sheriff's Department  
Coroner Bureau  
800 S. Redlands Avenue  
Perris, CA 92570

**Board of Directors**

Robert Mendez, MD  
*Chairman*  
Sandra Blaydow  
Gloria Bohrer  
William Chertok  
Earle E. Crandall, MD, PhD  
William Gallio  
Rafael Mendez, MD  
Darline Robles, PhD  
J. Thomas Rosenthal, MD  
Senator Art Torres  
Richard Towse

**Los Angeles Corporate**  
221 South Figueroa Street  
Suite 500  
Los Angeles, CA 90012

T (213) 229-5600  
F (213) 229-5601

**Los Angeles Wilshire**  
1001 Wilshire Blvd.  
Suite 200  
Los Angeles, CA 90017

T (213) 989-2420  
F (213) 633-1477

**Bakersfield**  
1100 Mohawk Street  
Suite 150  
Bakersfield, CA 93309

T (661) 835-0434  
F (661) 835-0279

**Redlands**  
1701 Orange Tree Lane  
Redlands, CA 92374

T (909) 801-3701  
F (909) 801-3707

Dear Captain Nordstrom:

It is our desire to continue to provide tissue recovery services to the Riverside County Sheriff's Department – Coroner Bureau.

OneLegacy is not only the exclusive organ and tissue recovery organization in Riverside County but also in Los Angeles County, San Bernardino County, Orange County, Kern County, Santa Barbara County, and Ventura County.

Enclosed is a letter from the Department of Health and Human Services - Centers for Medicare and Medicaid Services which states that we're the federally designated organ procurement organization for the seven counties in the Los Angeles Metropolitan Area.

OneLegacy also has agreements with all of the Riverside County hospitals as the sole organ, tissue and corneal recovery agency. Below is a list of the hospitals we have signed agreements with:

- 1) Corona Regional Medical Center
- 2) Desert Regional Medical Center
- 3) Eisenhower Medical Center
- 4) Hemet Valley Medical Center
- 5) Inland Valley Medical Center
- 6) John F. Kennedy Memorial Hospital
- 7) Kaiser Permanente Riverside Medical Center
- 8) Menifee Valley Medical Center
- 9) Moreno Valley Community Hospital
- 10) Parkview Community Hospital Medical Center
- 11) Rancho Springs Medical Center
- 12) Riverside Community Hospital
- 13) Riverside County Regional Medical Center
- 14) San Geronio Memorial Hospital

Please don't hesitate to contact me if I can be of further assistance in facilitating the renewal of this agreement.

Sincerely,

Chowdary Prasad Garimella  
OneLegacy, Chief Operating Officer

cc: Anthony Maldonado, OneLegacy, Medical Examiner Specialist



**PROFESSIONAL SERVICE REVENUE AGREEMENT**

**For**

**TISSUE PROCUREMENT SERVICES**

**COUNTY OF RIVERSIDE**

**and**

**ONE LEGACY INC**



1 This Revenue Agreement, made and entered into this \_\_\_\_day of \_\_\_\_\_, 2011, by and between One  
2 Legacy Inc (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political  
3 subdivision of the State of California, (herein referred to as "COUNTY").

4 WHEREAS, Government Code Section 31000 et. seq. authorizes the COUNTY to contract for  
5 services with a CONTRACTOR who is trained and experienced, and who is competent to perform the  
6 services required; and

7 WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform  
8 the duties set out herein.

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

11 **1. Description Of Services**

12 1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of  
13 Services, consisting of four (4) pages and Exhibit B, Payment Schedule for Revenue Agreement, consisting  
14 of one (1) page, attached hereto and incorporated herein by this reference.

15 1.2 CONTRACTOR represents and maintains that it is skilled to perform all services, duties and  
16 obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall  
17 perform the services and duties in conformance to and consistent with the standards generally recognized as being  
18 employed by professionals in the same discipline in the State of California. CONTRACTOR further represents  
19 and warrants that it has all licenses, permits, qualifications and approvals of whatever nature is legally required to  
20 practice its profession/service. CONTRACTOR further represents that it shall keep all such licenses and  
21 approvals in effect during the term of this Agreement. Contractor Is Not To Perform Services Outside Of The  
22 Contract.

23 **2. Period of Performance**

24 This Agreement shall be effective upon execution of this contract and continue in effect for one (1)  
25 year, with the option to renew annually, for four additional years, in one year increments, unless terminated  
26 as specified in Section 9 TERMINATION. CONTRACTOR shall commence performance of requested  
27 services upon notification and shall diligently perform such services.



1 **3. Compensation-Revenue Agreement**

2 The CONTRACTOR shall be charged a fee of \$267.00 per tissue or organ recovery. The COUNTY/  
3 Sheriff's Department-Coroner's Bureau shall provide to CONTRACTOR within 15 days of the conclusion of  
4 each month a bill for the total number of recoveries conducted by the CONTRACTOR in the previous month.  
5 CONTRACTOR shall remit payment within thirty (30) days to the address listed: Riverside County Sheriff's  
6 Department – Coroner's Bureau, 800 Redlands Avenue, Perris, CA 92570 Attn: Fiscal Department.

7  
8 **4. Assignment**

9 CONTRACTOR shall not delegate or assign any interest in this agreement, and shall not transfer any  
10 interest in the same, whether by operation of law or otherwise, without the prior written consent of  
11 COUNTY.

12 **5. Hold Harmless/Indemnification**

13 **5.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies,  
14 Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,  
15 elected and appointed officials, employees, agents and representatives from any liability, claim, damage or  
16 action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees,  
17 subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including  
18 but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole  
19 expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and  
20 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments,  
21 their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents  
22 and representatives in any such claim or action.

23 **5.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
24 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the  
25 right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;  
26 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
27 circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.

28 **5.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has  
29 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the  
30 action or claim involved.

1           **5.4**    The specified insurance limits required in this Agreement shall in no way limit or  
2 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from  
3 third party claims.

4           **5.5**    In the event there is conflict between this clause and California Civil Code Section 2782, this  
5 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
6 CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

7           **6.    Waiver Of Default**

8           Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not  
9 be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof.  
10 Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this  
11 agreement shall not be construed as in any manner changing the terms hereof, or estopping COUNTY from  
12 enforcement hereof.

13           **7.    Availability Of Funding**

14           The COUNTY obligation for payment of any contract beyond the current fiscal year end is  
15 contingent upon the availability of funding from which payment can be made. No legal liability on the part  
16 of the COUNTY shall arise for payment beyond June 30 of the calendar year unless funds are made  
17 available for such performance.

18           **8.    Inspection of Service**

19           **8.1**    All performance (which includes services, materials, supplies and equipment furnished or  
20 utilized in the performance of this contract, and workmanship in the performance of services) shall be  
21 subject to inspection and test by the COUNTY at all times during the term of the contract. The  
22 CONTRACTOR shall provide adequate cooperation to any inspector assigned by the COUNTY to permit  
23 him/her to determine the CONTRACTOR's conformity with these specifications and the adequacy of the  
24 services being contractually provided. All inspections by the COUNTY shall be made in such a manner as  
25 to not unduly interfere with CONTRACTOR performance. If any services performed hereunder are not in  
26 conformity with the specifications and requirements of this contract, the COUNTY shall have the right to  
27 require the CONTRACTOR to perform the services in conformity with said specifications and requirements  
28 at no additional increase in total contract amount. When the services to be performed are of such nature that  
29 the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR

1 immediately to take all necessary steps to ensure future performance of the services in conformity with  
2 requirements of the contract, and (2) reduce the contract price to reflect the reduced value of the services  
3 performed.

4       **8.2** In the event the CONTRACTOR fails to perform the services promptly or to take necessary  
5 steps to ensure future performance of the service is in conformity with specifications and requirements of  
6 the contract, the COUNTY shall have the right to either: (A) have the services performed in conformity with  
7 the contract specifications and charge to the CONTRACTOR any cost occasioned to the COUNTY that is  
8 directly related to the performance of such services. If COUNTY chooses alternative (1), the COUNTY may  
9 withhold such costs from any amounts still owed to CONTRACTOR under this or any other contractual  
10 agreements with COUNTY; or (2) terminate this contract for default as provided in the Termination Clause.

11 **9. Termination**

12       **9.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served  
13 upon the CONTRACTOR stating the extent and effective date of termination.

14       **9.2** COUNTY may, upon five (5) days written notice, terminate this agreement for  
15 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the provisions of this  
16 Agreement or fails to make progress so as to endanger performance and does not cure such failure within a  
17 reasonable period of time. In the event of such termination, the COUNTY may proceed with the work in  
18 any manner deemed proper to COUNTY.

19       **9.3** After receipt of the Notice of Termination pursuant to paragraph 9.1 or 9.2 above,  
20 CONTRACTOR shall:

- 21           a.) Stop all work under this Agreement on the date specified in the Notice of  
22           Termination.
- 23           b.) Transfer to COUNTY and deliver in the manner, and to the extent, if any, as directed  
24           by COUNTY, any equipment, data or reports which, if the Agreement had been  
25           completed, would have been required to be furnished to COUNTY;

26       **9.4** After termination pursuant to paragraph 9.1 or 9.2 above, COUNTY shall make payment for  
27 all services performed in accordance with this Agreement to the date of termination, according to the rates  
28 set forth in Exhibit B.

1           **9.5**     Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under  
2 this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or  
3 a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's  
4 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is  
5 terminated pursuant to Section 9. In such event, CONTRACTOR shall not be entitled to any further  
6 compensation under this Agreement.

7           **9.6**     The rights and remedies of COUNTY provided in this section shall not be exclusive and are  
8 in addition to any other rights and remedies provided by law or under this Agreement.

9     **10.    Alteration**

10           The Board of Supervisors and the COUNTY Purchasing Agent are the only authorized COUNTY  
11 representatives who may at any time, by written order, make alterations within the general scope of this  
12 contract, in the definition of services to be performed, and the time (i.e. hours of the day, days of the week,  
13 etc.) and place of performance thereof. If any such alteration causes an increase or decrease in the cost of,  
14 or the time required for the performance of any part of the work under this contract, an equitable adjustment  
15 shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in  
16 writing accordingly. Any claim by the CONTRACTOR for adjustment under this paragraph shall be  
17 assessed within 30 days of when the CONTRACTOR received notice of the alteration in the work.  
18 Notwithstanding the foregoing, if the COUNTY Purchasing Agent decides that the facts provide sufficient  
19 justification, he/she may receive and act upon any claim, which is asserted by the CONTRACTOR at any  
20 time prior to final payment under this agreement. Failure to agree to any adjustment shall be a dispute  
21 concerning a question of fact within the meaning of the clause of this contract entitled 'Disputes.' However,  
22 nothing in this clause shall excuse the CONTRACTOR from proceeding with the contract as changed.

23     **11.    Independent Contractor**

24           **11.1**    The CONTRACTOR is, for purposes arising out of this contract, an independent contractor  
25 and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the  
26 CONTRACTOR shall in no event, as a result of this contract, be entitled to any benefits to which COUNTY  
27 employees are entitled, including but not limited to overtime, any retirement benefits, worker's  
28 compensation benefits, and injury leave or other leave benefits. CONTRACTOR hereby holds COUNTY  
29 harmless from any and all claims that may be made against COUNTY based upon any contention by any  
30 third party that an employer-employee relationship exists by reason of this agreement.

1           11.2 It is further understood and agreed by the parties hereto that CONTRACTOR in the  
2 performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the  
3 result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the  
4 means and methods for accomplishing the results.

5   **12.   Subcontract for Work or Services**

6           No contract shall be made by the CONTRACTOR with any party for furnishing any of the work or  
7 services herein contained without the prior written approval of the COUNTY Contract Administrator but  
8 this provision shall not require the approval of contracts of employment between the CONTRACTOR and  
9 personnel assigned for services there under, or for parties named in the proposal and agreed to under any  
10 resulting contract.

11   **13.   Interest Of Contractor**

12           The CONTRACTOR covenants that it presently has no interest, including but not limited to, other  
13 projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would  
14 conflict in any manner or degree with the performance of services required to be performed under this  
15 contract. The CONTRACTOR further covenants that in the performance of this contract, no person having  
16 any such interest shall be employed or retained by it under this contract.

17   **14.   Conduct Of Contractor**

18           14.1 The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interest, if  
19 any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

20           14.2 The CONTRACTOR shall not, under circumstances, which might reasonably be interpreted  
21 as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from  
22 individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business,  
23 in accomplishing the work under the contract.

24           14.3 The CONTRACTOR shall not use for personal gain or make other improper use of  
25 privileged information, which is acquired in connection with this contract. In this connection, the term  
26 'privileged information' includes, but is not limited to, unpublished information relating to technological and  
27 scientific development; medical, personnel, or security records of the individuals; anticipated materials

1 requirements or pricing actions; and knowledge of selection of CONTRACTORS or subcontractors in  
2 advance of official announcement.

3       **14.4** The CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and  
4 entertainment directly or indirectly to COUNTY employees.

5 **15. Disallowance**

6       In the event the CONTRACTOR receives payment for services under this contract which is later  
7 disallowed for nonconformance with the terms and conditions herein by the COUNTY, the CONTRACTOR  
8 shall promptly refund the disallowed amount to the COUNTY on request, or at its option, the COUNTY  
9 may offset the amount disallowed from any payment due to the CONTRACTOR under any contract with  
10 the COUNTY.

11 **16. Disputes**

12       **16.1** Except as otherwise provided in this contract, any dispute concerning a question of fact  
13 arising under this contract which is not disposed of by agreement shall be decided by the Compliance  
14 Contract Officer who shall furnish the decision in writing. The decision of the Compliance Contract Officer  
15 shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent  
16 or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR  
17 shall proceed diligently with the performance of the contract pending the Compliance Contract Officer's  
18 decision.

19 **17. Governing Law; Jurisdiction; Severability**

20       This Agreement shall be governed by the laws of the State of California. Any legal action related to  
21 the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of  
22 California located in Riverside, California, and the parties waive any provision of law providing for a  
23 change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to  
24 attend a mediation session with a third party mediator in an attempt to resolve the dispute. In the event any  
25 provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
26 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or  
27 invalidated in any way.

28 **18. Insurance**

1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the  
2 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost  
3 and expense, the following insurance coverage's during the term of this Agreement.

#### 4 **18.1 Workers' Compensation**

5 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR  
6 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the  
7 State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease  
8 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
9 subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate  
10 Employer Endorsement.

#### 11 **18.2 Commercial General Liability**

12 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
13 contractual liability, products and completed operations liability, personal and advertising injury covering  
14 claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy  
15 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their  
16 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or  
17 representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per  
18 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
19 separately to this agreement or be no less than two (2) times the occurrence limit.

#### 20 **18.3 Vehicle Liability**

21 If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations  
22 under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or  
23 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
24 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than  
25 two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and  
26 Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors,  
27 employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### 28 **18.4 Professional Liability Insurance**

29 Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's  
30 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per

1 occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a  
2 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this  
3 Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting  
4 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive  
5 date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates  
6 of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer.  
7 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
8 termination of this Agreement.

### 9 **18.5 General Insurance Provisions - All lines**

10 a). Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
11 of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are  
12 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement  
13 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

14 b). The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-  
15 insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
16 deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the  
17 commencement of operations under this Agreement. Upon notification of deductibles or self insured  
18 retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager,  
19 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as  
20 respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
21 related investigations, claims administration, and defense costs and expenses.

22 c). CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY  
23 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original  
24 copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing  
25 by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements  
26 and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
27 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written  
28 notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation,  
29 expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation,  
30 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of  
31 Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance  
32 and original copies of endorsements or certified original policies, including all endorsements and



1 attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force  
2 and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished**  
3 **original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance**  
4 **including all endorsements and any and all other attachments as required in this Section. An individual**  
5 **authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each**  
6 **policy and the Certificate of Insurance.**

7 d). It is understood and agreed to by the parties hereto and the insurance company(s), that the  
8 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and  
9 the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall  
10 not be construed as contributory.

11 e). The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any  
12 extension thereof, there is a material change in the scope of services; or, there is a material change in the  
13 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the  
14 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the  
15 monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk  
16 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has  
17 become inadequate.

18 f). CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of  
19 subcontractors working under this Agreement.

20 g). The insurance requirements contained in this Agreement may be met with a program(s) of  
21 self-insurance acceptable to the COUNTY.

## 22 **19. Licensing And Permits**

23 **19.1** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and  
24 Professions Code concerning the licensing of CONTRACTORs. All offerers and CONTRACTORs shall be  
25 licensed, if required, in accordance with the laws of this State and any offerer or CONTRACTOR not so  
26 licensed is subject to the penalties imposed by such laws.

27 **19.2** CONTRACTOR further warrants that it has all necessary permits, approvals, certificates,  
28 waivers and exemptions necessary for the provision of services hereunder and required by the laws and  
29 regulations of the United States, State of California, the COUNTY of Riverside and all other appropriate  
30 governmental agencies, and shall maintain these throughout the term of this agreement.

## 31 **20. Air, Water Pollution Control, Safety And Health**

1 CONTRACTOR shall comply with all air pollution control; water pollution, Safety and Health  
2 Ordinances and statues, which apply to the work performed pursuant to this contract, including any  
3 requirements, specified in state government codes.

4 **21. OSHA Regulations**

5 CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration  
6 (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA  
7 standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall  
8 be in compliance therewith.

9 **22. Right To Acquire Equipment And Services**

10 Nothing in this agreement shall prohibit the COUNTY from acquiring the same type or equivalent  
11 equipment and/or service from other sources, when deemed by the COUNTY to be in its best interest.

12 **23. Ownership/Use of Contract Materials and Products**

13  
14 The CONTRACTOR agrees that all materials or images in any form, including electronic, or other  
15 products created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY  
16 pursuant to Section 3. of this contract shall be the sole property of the COUNTY and may be used for such  
17 purposes, including, but not limit to, duplication and distribution, as the COUNTY determines.  
18 CONTRACTOR further agrees not to release or circulate in whole or part such materials or products  
19 without prior written authorization of the COUNTY.

20 **24. Use By Political Entities**

21 This agreement between the COUNTY and the CONTRACTOR for the COUNTY's requirements of  
22 select item(s) of personal services, the CONTRACTOR agrees to extend the same pricing, terms and  
23 conditions to each and every political entity, special district, and related non-profit entity in Riverside  
24 COUNTY. It is understood that political entities, special districts and related non-profit entities shall make  
25 purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR holding  
26 the COUNTY harmless. The COUNTY of Riverside may, at its option, charge an administrative fee to  
27 those political entities, special districts and related non-profit entities that avail themselves use of this  
28 agreement. The CONTRACTOR(s) shall report annually or as otherwise requested by the COUNTY, usage

1 and total sales dollar amount information for each individual political entity, special district, and related  
2 non-profit entity utilizing COUNTY awards.

3 **25. Contractor's Responsibility**

4       **25.1** It is understood that the CONTRACTOR has the skills, experience and knowledge necessary  
5 to perform the services agreed to be performed under this Agreement, and that the COUNTY relies on upon  
6 the CONTRACTOR'S representations about its skills, experience and knowledge to perform the  
7 CONTRACTOR'S services in a competent manner. Acceptance by the COUNTY of the services to be  
8 performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility  
9 for the work performed.

10       **25.2** It is further understood and agreed that the CONTRACTOR is apprised of the scope of the  
11 work to be performed under this Agreement and the CONTRACTOR agrees that said work can and shall be  
12 performed in a fully competent manner.

13 **26. Conflict Of Interest**

14       CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which  
15 will conflict in any manner or degree with the performance of services required under this Agreement.

16 **27. Non-Discrimination**

17       CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,  
18 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,  
19 religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex  
20 in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall  
21 comply with the provisions of the California Fair Employment Practices Act (commending with Section  
22 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with  
23 Disabilities Act of 1990 (42 U.S.C. S1210 et seq.).

24 **28. Assurances**

25       CONTRACTOR will comply with the COUNTY policies and procedures where applicable. In the  
26 event that the policies and procedures promulgated by the COUNTY are more restrictive, but not in conflict  
27 with Federal or State policies and procedures, those issued by the COUNTY will prevail.

1 **29. Records and Documents**

2 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or  
3 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to  
4 certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and  
5 records shall be maintained by CONTRACTOR for at least five years from the termination of this  
6 Agreement and be available for audit by the COUNTY. CONTRACTOR to provide COUNTY with reports  
7 and information relative to this Agreement and in accordance with terms set forth herein, as requested by  
8 COUNTY.

9 **30. Monitoring**

10 CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an  
11 appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate  
12 CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at  
13 any reasonable time.

14 **31. Confidentiality**

15 **31.1** The Contractor shall protect from unauthorized disclosure names and other identifying  
16 information concerning persons receiving services pursuant to this Agreement, except for statistical  
17 information not identifying any client. The Contractor shall not use such information for any purpose other  
18 than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly  
19 transmit to the COUNTY all requests for disclosure of such information not emanating from the client. The  
20 Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by  
21 the client, any such information to anyone other than the COUNTY. For purposes of this paragraph,  
22 identity shall include, but not be limited to, name, identifying number, symbol, or other identifying  
23 particular assigned to the individual, such as finger or voice print or a photograph.

24  
25 **31.2** The Contractor in this Agreement is subject to all relevant requirements contained in the  
26 Health Insurance Portability and Accountability Act of 1996 (HIPAA). Public Law 104-191, enacted  
27 August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto  
28 agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of  
29 relevant law(s) and/or regulations(s) promulgated under this Law. The Contractor further agrees that it shall

1 be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and  
2 regulations promulgated subsequent hereto, as may be amended from time to time.

3  
4 **32. Administration/Contract Liaison**

5 The COUNTY of Riverside Purchasing Agent, or designee, shall administer this Agreement on  
6 behalf of the COUNTY. The Purchasing department is to serve as its liaison with CONTRACTOR in  
7 connection with this agreement.

8 **33. Notices**

9 All correspondence and notices required or contemplated by this Agreement shall be delivered to the  
10 respective parties at the addresses set forth below and are deemed submitted one day after their deposit in  
11 the United States mail, postage prepaid:

12 **COUNTY OF RIVERSIDE**

13 Riverside County Sheriff's Department  
14 Coroner Division  
15 800 Redlands Avenue  
16 Perris, CA 92570  
17 Captain Dave Nordstrom  
18

**CONTRACTOR**

One Legacy, Inc  
221 South Figueroa Avenue, Suite 500  
Los Angeles, CA 90012  
Mr. Thomas D. Mone, CEO

19 **34. Force Majeure**

20 **34.1** In the event CONTRACTOR is unable to comply with any provision of this agreement due  
21 to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts,  
22 CONTRACTOR shall not be held liable to COUNTY for such failure to comply.

23 **34.2** In the event COUNTY is unable to comply with any provision of this agreement due to  
24 causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, COUNTY  
25 shall not be held liable to CONTRACTOR for such failure to comply.

26 **35. Mutual Cooperation**

27 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance  
28 of services for the COUNTY under this Agreement, including providing the CONTRACTOR with  
29 reasonable facilities and timely access to COUNTY data, information and personnel. The COUNTY shall

1 be responsible for the performance of its employees and agents and for the accuracy and completeness of all  
2 data and information provided to the CONTRACTOR.

3 **36. EDD Reporting Requirements**

4 **36.1** In order to comply with child support enforcement requirements of the State of California,  
5 the COUNTY of Riverside may be required to submit a Report of Independent Contractor(s) form **DE 542**  
6 to the Employment Development Department. The selected contractor agrees to furnish the required  
7 Contractor data and certifications to the COUNTY of Riverside within 10 days of notification of award of  
8 contract when required by the EDD.

9 **36.2** It is expressly understood that this data will be transmitted to governmental agencies charged  
10 with the establishment and enforcement of child support orders and for no other purposes and will be held  
11 confidential by those agencies. Failure of the contractor to timely submit the data and/or certificates  
12 required may result in contract being awarded to another Contractor. In the event a contract has been  
13 issued, failure of the Contractor to comply with all federal and state reporting requirements for child support  
14 enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of  
15 Assignment shall constitute a material breach of contract. Failure to cure such breach within 60 calendar  
16 days of notice from the COUNTY shall constitute grounds for termination of the contract.

17 **36.3** If you have any questions concerning this reporting requirement, please call (916) 657-0529.  
18 You may also contact your local Employment Tax Customer Service Office listed in your telephone  
19 directory in the State Government section under "Employment Development Department," or you may  
20 access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

21 **37. Entire Agreement**

22 This Agreement, including any Statement(s) of Work entered into pursuant to it, constitutes the  
23 entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and  
24 contemporaneous representations, proposals, discussions and communications, whether oral or in writing.  
25 This Agreement may be changed or modified only by a written amendment signed by authorized  
26 representatives of both parties.  
27

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute  
2 this Agreement.  
3  
4  
5

6 **COUNTY:**

7 County Administration Center  
8 4080 Lemon Street, 4<sup>th</sup> Floor  
9 Riverside, CA 92501  
10 Board of Supervisors  
11  
12

13 Signature: \_\_\_\_\_

14 Print Name: Bob Buster

15 Title: Chairman of the Board of Supervisors  
16  
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19 Dated: \_\_\_\_\_  
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**CONTRACTOR:**

One Legacy, Inc  
221 South Figueroa Street, Suite 500  
Los Angeles, CA 90012

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICE**

1. The Contractor shall meet certification requirements per the American Association of Tissue Banks (AATB).
2. The Contractor shall hold applicable licensing requirements per the Eye Bank Association of America (EBAA)
3. The Contractor must meet IRS Code 501(c) (3) status.
4. The Contractor must hold a California State Tissue Bank license.
5. The Contractor must adhere to California Health and Safety Code, Division 1, Chapter 4.1
6. The Contractor must be licensed within the definition of California Health and Safety Code 7150.1(j) and a non-profit agency within the definition of Government Code section 27491.47 engaged in collection, storage and therapeutic transplantation of human tissue on behalf of doctors, surgeons and hospitals as specified in Health and Safety section 7151.5(a) (1).

**CONTRACTOR AND ALL PERSONNEL EMPLOYED BY CONTRACTOR**

1. Shall be required to pass a background investigation conducted by the Sheriff/ Coroner Department after providing all information necessary for the performance of such investigation. Such investigation shall include review of public criminal records. CONTRACTOR shall provide a list of all personnel who will provide services under this contract and all corporate officers or those with an ownership interest in the business. Such list shall include the following information: 1) full name; 2) any other names the individual been know by; 3) date of birth; 4) city of residence for last two years. Upon each renewal an updated list shall be provided. CONTRACTOR shall cooperate with any follow up inquiries by County regarding information obtained in such background investigations.
2. CONTRACTOR shall immediately notify County in the event any personnel, corporate officer or individual with an ownership interest is convicted or under investigation involving any of the following listed offenses. This may be cause for denial of application to use CONTRACTOR'S employee to supply services under this Contract or termination of the Contract. The offenses are as follows:
  1. Any crimes listed in 290 CPC
  2. DUI (regardless of felony or misdemeanor)
  3. Any crimes enumerate in section 2432.3 of the Vehicle Code
  4. With-in five (5) years of contract issuance date: (or on probation or parole):
  5. Vehicle Theft;
  6. Fraud;
  7. Stolen Property;
  8. Crimes of Violence;
  9. Any crime relating to narcotics or any controlled substance.
3. In the event an employee of the CONTRACTOR is convicted or is under investigation, the CONTRACTOR may be given the opportunity to replace that employee without prejudice to the



1 contract. It will be the responsibility of the CONTRACTOR to provide the County with any updated  
2 information regarding the conviction of plea or guilty or nolo contendere even to any lesser-  
3 included offense are considered convictions. Failure to provide information regarding the identity of  
4 the employee, or any other corporate officer or person with ownership interest in the company may  
5 result in termination of the contract. Failure to provide information to the County of any information  
6 regarding the conviction of any of the above crimes may also result in termination of the contract.  
7

- 8 4. CONTRACTOR procurement employees shall wear identification, at all times while in a Sheriff-  
9 Coroner facility which can be readily visible by Sheriff-Coroner staff while they are on premises.  
10 The identification shall minimally include the employees' photo identification, name and name of  
11 employer.  
12
- 13 5. CONTRACTOR procurement employees must sign in/out of any Sheriff-Coroner facility upon  
14 entry/exit, minimally noting their name, date, the current time and the name of the organization.  
15
- 16 6. CONTRACTOR procurement employees shall not access any location within a Sheriff-Coroner's  
17 facility without a direct escort and authority for each visit made. Coroner staff hold the right and  
18 authority to refuse entry into any Sheriff-Coroner facility or location within for any reason to  
19 employees of the procurement organization.  
20
- 21 7. CONTRACTOR procurement employees shall only conduct recoveries in pre-designated areas.  
22 These areas may change from time to time and the procurement employee shall receive prior  
23 approval each visit by a Sheriff-Coroner supervisor, or his/her designee, upon arrival to the facility.  
24
- 25 8. CONTRACTOR procurement employees shall only conduct recoveries on Riverside County Sheriff-  
26 Coroner cases at a Riverside County Sheriff-Coroner facility. No other recoveries shall occur in any  
27 outside facility without approval of the Sheriff-Coroner Commander or his/her designee. Right to  
28 refuse to allow tissue to be recovered for any reason deemed necessary is held by the Sheriff-  
29 Coroner or his/her designee.  
30
- 31 9. The CONTRACTOR procurement organization will document which tissues are recovered on a  
32 procurement toe tag, which will be attached to the decedent prior to leaving the Sheriff-Coroner  
33 Forensic Center.  
34
- 35 10. CONTRACTOR procurement employees shall dispose of all bio-hazard waste in the prescribed  
36 waste containers. Bio-hazard waste shall not be placed in any non-identified waste containers. If  
37 there is a question, a supervisor (or highest ranking Coroner employee) on scene shall be contacted  
38 for direction. No waste shall be transported in to the Sheriff-Coroner Forensic Center and disposed  
39 of from another source.  
40
- 41 11. CONTRACTOR procurement employees shall be responsible for cleaning the area in which they  
42 recover with the expectation that the area will be as clean as it was as they received or entered it.  
43
- 44 12. CONTRACTOR procurement employees shall be responsible for bringing all supplies needed for  
45 recovering. No Riverside County Sheriff-Coroner equipment or supplies (including gloves, knives,  
46 towels, etc) shall be used for recovering.  
47
- 48 13. CONTRACTOR procurement employees shall be directed, by coroner staff, to a specific computer  
49 to be utilized for researching information on potential donors in the Death Reporting Database. No

1 other computer shall be used within a Riverside County Sheriff-Coroner facility without approval  
2 from coroner staff. Access to the Sheriff-Coroner Forensic Center or said database may be denied by  
3 Sheriff-Coroner personnel for any reason deemed necessary by Sheriff-Coroner personnel.  
4

- 5 14. Viewing of information for purposes of researching potential donors shall occur at the needs of the  
6 contract procurement organization, but at no more often than four visits per day at a time convenient  
7 for both the procurement organization and Sheriff-Coroner staff. Additional visits in a given day  
8 may be increased if approved by a Sheriff-Coroner supervisor or his/her designee. The visits can be  
9 made 7 days of the week. This time frame is subject to change at the direction of a supervisor within  
10 the Coroner's Bureau in order to meet any emergency needs. These emergency needs are decided  
11 solely by Sheriff-Coroner staff.  
12
- 13 15. Time frames for entry by contract procurement staff for recovering purposes are not absolute, but  
14 generally should not be considered between the hours of 0900 – 1200 hrs, Monday – Friday.  
15 Emergency needs by the procurement organization during these time/day frames shall be taken to a  
16 Sheriff-Coroner supervisor who shall make decisions on these requests on a case by case basis.  
17
- 18 16. CONTRACTOR procurement employees shall not utilize Riverside County Sheriff-Coroner  
19 computers for any other use other than researching potential donor information.  
20
- 21 17. All remains shall be handled in a professional and dignified manner consistent with the standard of  
22 care for the industry. No items other than those legally authorized to be recovered shall be taken  
23 from the decedent or the Riverside County Sheriff-Coroner's facility.  
24
- 25 18. CONTRACTOR procurement organization will provide to the Riverside County Sheriff-Coroner  
26 staff a copy of the consent form signed (either by tape recording or in person) by the immediate  
27 next-of-kin, which allows said procurement organization to remove human tissue from the deceased.  
28 A copy of recorded consents will be provided to the Sheriff-Coroner upon request at the  
29 procurement agencies expense, and shall be provided prior to any recovering.  
30
- 31 19. CONTRACTOR procurement organizations will provide the Sheriff-Coroner with an authorization  
32 for the Release of Human Tissue Form. Content of the form will be agreed upon by all parties but  
33 will include at a minimum the name of the donor, Procurement Organizations reference number,  
34 name of person authorizing tissue removal, tissues released, name of deputy coroner, supervisor, and  
35 pathologist granting tissue removal and any restrictions if applicable.  
36
- 37 20. In any case wherein the decedent is stored at the coroner facility in Indio and a request for  
38 recovering is after hours, the contract procurement organization shall bear the cost of current  
39 transport fees (to and from) the Perris Forensic Center in order to accomplish the recovery.  
40
- 41 21. CONTRACTOR procurement employees shall remain professional and courteous in their  
42 department and at all times while operating on Riverside County Sheriff-Coroner property.  
43
- 44 22. CONTRACTOR procurement employees shall, at all times, enter Riverside County Sheriff-Coroner  
45 facilities dressed appropriately. Procurement staff shall wear business type attire or medical  
46 uniforms, which are non-offensive or provocative in nature. Any visible tattoos, piercings, or other  
47 unnatural markings that are deemed unreasonably sensitive, profane or offensive may be cause for  
48 dismissal from a Sheriff-Coroner facility or refusal from entry.  
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- 23. CONTRACTOR procurement employees shall follow all Riverside County Sheriff-Coroner standards and OSHA requirements when recovering, by using all appropriate safety equipment (i.e.: Minimum standard: gloves, approved face mask, booties, apron)
- 24. CONTRACTOR procurement employees shall not take any photos of decedents except as required by law for purposes of procurement – if the law does not dictate such, no photos shall be taken of the decedent or any portion of the Riverside County Sheriff-Coroner Forensic Centers without specific approval of the Sheriff-Coroner Commander or his/her designee.

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**EXHIBIT B**  
**PAYMENT SCHEDULE FOR REVENUE AGREEMENT**  
**Riverside County Sheriff's Coroner Division**

The CONTRACTOR shall be charged a fee of \$267.00 per tissue or organ recovery. The COUNTY/ Sheriff's Department-Coroner's Bureau shall provide to CONTRACTOR within 15 days of the conclusion of each month a bill for the total number of recoveries conducted by the CONTRACTOR in the previous month. CONTRACTOR shall remit payment within thirty (30) days to the address listed: Riverside County Sheriff's Department – Coroner's Bureau, 800 Redlands Avenue, Perris, CA 92570 Attn: Fiscal Department.