

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



932

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

**SUBMITTAL DATE:**  
08/15/12

**SUBJECT:** Approval of Sole Source Awards for Coroner's Bureau Service Contracts

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

1. Approve and authorize the Chairperson and Sheriff-Coroner-PA to execute FY 2012-13 professional service agreements with the following Doctors, at a cost not to exceed \$50,000 each, without securing competitive bids, in accordance with Ordinance 459.4:

Dr. Eugene Carpenter  
Dr. Daryl Garber  
Dr. Scott Luzi

2. Authorize the Purchasing Agent to renew the contracts annually in one year increments through FY 2015, provided the annual cost does not increase.

BR 13-031 (Continued on Page 2)

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$150,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$100,000	Budget Adjustment:	No
	Annual Net County Cost:	\$100,000	For Fiscal Year:	FY 2012-13

<b>SOURCE OF FUNDS:</b> Department Budget and fees collected pursuant to Ordinance 837.2	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

BY: *[Signature]*  
Elizabeth J. Olson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone  
Date: September 11, 2012  
xc: Sheriff, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3.41

AT ATTACHMENT IS FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS  
 Policy  Consent   
 Per Exec. Ofc.:

FORM APPROVED BY COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE: 8/23/12  
 Purchasing: *[Signature]* Departmental Concurrence

Mark Sailer, Assistant Director

**BACKGROUND:** The County's Chief Forensic Pathologist must utilize a number of Doctors and trained technicians for specialized postmortem services. He works together with a full-time staff of four Forensic Pathologists. However, with the staff schedules and the number of autopsies and external examinations that the Coroner's Bureau performs annually, it must retain qualified physicians on contract to meet the demand, in lieu of hiring additional full-time positions.

Each Pathologist takes one day per week to complete autopsy protocols, and, at least, one is testifying in court nearly every weekday, effectively that leaves the Bureau with only three full-time physicians available. One of the remaining three has to go to the Coroner's Bureau in Indio, regardless of the number of autopsies there.

In 2011, the Coroner's Bureau performed 1,410 autopsies and 898 Pathologist consultations, also known as external exams, wherein medical findings are made without making body incisions. The National Association of Medical Examiners limits a single Doctor to three autopsies per day. Counting the external exams at two for one autopsy, the Bureau performs over seven autopsies a day in a 260 day work year. The 260 day work year, accounts for holidays, but not for vacations or sick leave. Further, each full-time Pathologist is required to have 40 hours a year of Certified Medical Examiner training. This results in the Bureau working with one less Pathologist for five weeks each year. Therefore, there is ample evidence the Bureau needs to augment its staff, and Pathologists willing to take contact case work is optimal for both scheduling and cost.

The Coroner's office is fortunate that it has found Doctors Carpenter, Garber and Luzi locally, and is requesting the Board award contracts to them without securing competitive bids, due to the scarcity of Board certified Forensic Pathologists.

There are less than one thousand Board certified Forensic Pathologists in the nation. The number of those Physicians who are licensed in the State of California and who have experience with examinations for law enforcement agencies is extremely small. The Coroner's Bureau has experience with Doctors Carpenter and Garber. Dr. Carpenter has provided autopsy services under contract on a case-by-case basis to Riverside County since 2002. Dr. Garber has provided this same service intermittently since 1995. The Bureau came in contact with Dr. Luzi when he recently tested with other applicants for a full-time Forensic Pathologist vacancy. Bureau staff was very impressed with his abilities. However, he is currently a full-time Forensic Pathologist at the San Diego Naval Hospital and has approximately three more years left in his military commitment.

**Price Reasonableness**

The proposed contracts specify a fixed autopsy fee of \$550, which was instituted for contract Forensic Pathologists in 2005. The total annual amount for all three Doctors will not exceed \$150,000. In comparison, the annual pay range for a Forensic Pathologist IV position is from \$162,846 to \$207,073. Of course, a contract Pathologist is utilized, as necessary, with no total amount guaranteed.

Date: 08/16/12

From: Riverside County Sheriff's Department

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement Request for the Services of Board Certified Forensic Pathologists

The information below 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.

**1. Supply/Service being requested:** The Sheriff-Coroner's Bureau requires the services of Board certified Forensic Pathologists who will work on a case-by-case basis to augment its full-time Pathologist staff.

**2. Supplier being requested:** Doctors Eugene Carpenter, Darryl J Garber and Scott A. Luzi.

**3. Alternative suppliers that can or might be able to provide supply/service:** None

**4. Extent of market search conducted:** There is a scarcity of Board Certified Forensic Pathologists in Riverside County and in fact all of Southern California. In the past, the Coroner's Bureau has had problems filling full-time County Pathologist positions. After receiving no eligible applicants, the Bureau surveyed Riverside and surrounding Counties to find a Pathologist interested in accepting the assignment on a contractual basis; it discovered Doctors Carpenter and Garber through such surveys.

The Bureau came in contact with Dr. Luzi when he recently tested with other applicants for a full-time Forensic Pathologist vacancy. Bureau staff was very impressed with his abilities. However, he is currently a full-time Forensic Pathologist at the San Diego Naval Hospital and has approximately three more years left in his military commitment.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** As stated above, there is a scarcity of Board certified Forensic Pathologists in Southern California, and those who have experience with examinations for law enforcement agencies and also willing to take case work are even rarer. The Coroner's Bureau has experience with Doctors Carpenter and Garber. Dr. Carpenter provided autopsy services on a case-by-case basis to Riverside County during the period since 2002. Dr. Garber has provided this same service intermittently since 1995.

**6. Reasons why my Department requires these unique features and what benefit will accrue to the County:** The services of Forensic Pathologists are critical to the ability of the Sheriff-Coroner to discharge his duties, through autopsy and medical findings.

Although the Coroner's Bureau currently has a Chief Forensic Pathologist and four full-time Forensic Pathologists on staff, with the staff schedules and the number of autopsies and external examinations that the Coroner's Bureau performs annually, it must retain qualified physicians on contract to meet the demand, in lieu of hiring additional full-time positions.


Each full-time Pathologist takes one day per week to complete autopsy protocols, and, at least, one is testifying in court nearly every weekday, effectively that leaves the Bureau with only three full-time physicians available. One of the remaining three has to go to the Coroner's Bureau in Indio, regardless of the number of autopsies there.

In 2011, the Coroner's Bureau performed 1,410 autopsies and 898 Pathologist consultations, also known as external exams, wherein medical findings are made without making body incisions. The National Association of Medical Examiners limits a single Doctor to three autopsies per day. Counting the external exams at two for one autopsy, the Bureau performs over seven autopsies a day in a 260 day work year. The 260 day work year, accounts for holidays, but not vacation or sick leave. Further, each doctor is required to have 40 hours a year of Certified Medical Examiner training. This results in the Bureau working with one less Physician for five weeks each year. Therefore, there is ample evidence the Bureau needs to augment its staff, and Pathologists willing to take case work is optimal for both scheduling and cost.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** All three Physicians have agreed to \$550 per autopsy, a case cost instituted in 2005. The annual amount of for all three contracts combined will not exceed \$150,000. In comparison, the annual pay range for a Forensic Pathologist IV position is from \$162,846 to \$207,073. Of course, a contract Pathologist is utilized as necessary, with no total amount guaranteed.

**8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No**

**9. Period of Performance:** Annual contracts with renewal options through FY 2015.


  
Chief Deputy Signature 8/23/12  
Date

\_\_\_\_\_  
Department Head Signature \_\_\_\_\_  
Date

**Purchasing Department Comments:**

Approve                      Approve with Condition/s                      Disapprove

Not to exceed: \$ 150,000     One time     Annual Amount through 6-30-2015

  
Purchasing Agent 8-27-12  
Date 13-123  
Approval Number  
(Reference on Purchasing Documents)

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 11th day of September 2012, by and between Eugene Carpenter, M.D., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Office of the Sheriff-Coroner (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services with a person who is specifically trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties herein;

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

1. DESCRIPTION OF SERVICES: CONTRACTOR shall provide post mortem examinations and/or autopsies for the Sheriff-Coroner of Riverside County upon the request of the Sheriff-Coroner as outlined and specified in Exhibit A, consisting of four (4) pages, attached hereto and by this reference incorporated herein.

1.1 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to the County that it has licenses, permits qualifications and approvals of whatever nature are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: This Agreement shall be effective as of the date of execution, and shall be renewable in one (1) year terms, with no obligation by the County of Riverside to purchase any specified amount of services, unless terminated as specified in Section 7, for a period not exceed June 30, 2015.

3. COMPENSATION: Compensation shall be paid in accordance with an invoice (as further specified in Exhibit B, consisting of one (1) page, attached hereto and by this reference incorporated herein) submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar

month, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Throughout the term of contract, compensation shall not exceed \$50,000.00 annually.

4. HOLD HARMLESS-INDEPENDENT CONTRACTOR: COUNTY retains CONTRACTOR on an independent contractor basis. CONTRACTOR is not and shall not be considered to be in any manner, an employee, agent or representative of the County. Personnel performing the services under this Agreement, on behalf of the CONTRACTOR, shall at all times be under the CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance and workers' compensation insurance.

4.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the result to be accomplished by the services to be performed and as to the means and methods for accomplishing the results.

5. INDEMNIFICATION: CONTRACTOR agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as Indemnitees) from all liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives, save and except claims or litigation based upon any actions of the Indemnitees or which arise through the negligence or misconduct of the Indemnitees, which claims or litigation shall be the sole responsibility of the Indemnitees."

As respects each and every indemnification herein CONTRACTOR shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

5.1 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall at its sole cost, have the right to use counsel of its choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided,

however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation to indemnify hereunder shall survive the term of this agreement and will remain in force for as long as the law allows. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

5.2 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The insurance requirements may be met with a program of self-insurance acceptable to the County.

**Workers' Compensation:**

If Contractor has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

**Commercial General Liability:**

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

**Vehicle Liability:**

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability

insurance for all owned, non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. If CONTRACTOR'S vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain coverage for non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

**Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a 'claims made basis' rather than an 'occurrence basis', such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

**General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1)



reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

The CONTRACTOR shall cause its insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

- c. It is understood and agreed by the parties hereto and the Contractor's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The County of Riverside's Reserved Rights—Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary

limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. TERMINATION: This Agreement may be terminated by either party by giving ninety (90) days written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.

7.1 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon CONTRACTOR'S bankruptcy, death or disability or in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR or, at COUNTY'S election, in the event CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified only during such period that CONTRACTOR shall, in fact be performing the duties hereunder.

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

9. ADMINISTRATION: The Sheriff-Coroner (or a designee) shall administer this Agreement on behalf of County.

10. ASSIGNMENT: This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

11. NONDISCRIMINATION: CONTRACTOR shall not discriminate in his/her recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with

Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 (P.L. 88-352).

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. ELIGIBILITY: Services shall be provided by CONTRACTOR to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

14. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of this Agreement, possession of a current and valid medical license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed by properly trained and licensed staff. CONTRACTOR shall be, at a minimum, Board Certified in Forensic Pathology, and certified by the American Board of Pathology.

15. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and COUNTY regulations concerning confidentiality of records.

16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, or released to the public, without the direct authorization of the Sheriff-Coroner or an authorized designee.

17. JURISDICTION, VENUE, ATTORNEY'S FEES: This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

18. SEVERABILITY: In the event any provision of this Agreement is declared to be void or against public policy in final adjudication by a Court of competent authority, any such provision shall be deleted here from and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been inserted herein.

19. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

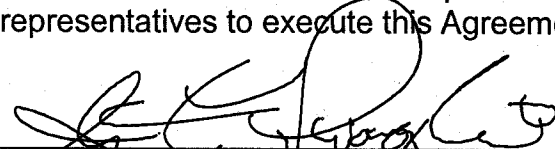
21. HAZARDOUS MATERIALS / CAL OSHA: CONTRACTOR agrees to comply with all federal, state and local statutes, laws, ordinances, rules and regulations including any facility regulations and procedures as respects hazardous material acquisition, handling and disposal. In addition, CONTRACTOR agrees to comply with all requirements for workplace safety as promulgated by CAL OSHA and the COUNTY.

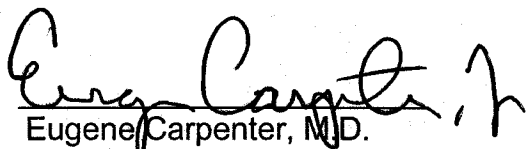
22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:  
Stanley L. Sniff Jr.  
Sheriff-Coroner-Public Administrator  
Riverside County Sheriff's Department  
4095 Lemon St.  
Riverside, CA. 92501

CONTRACTOR:  
Eugene Carpenter, M.D.  
540 La Mirada Avenue  
San Marino, CA 91108

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

  
\_\_\_\_\_  
John Tavaglione, Chairperson  
Riverside County Board of Supervisors

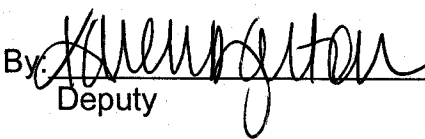
  
\_\_\_\_\_  
Eugene Carpenter, M.D.

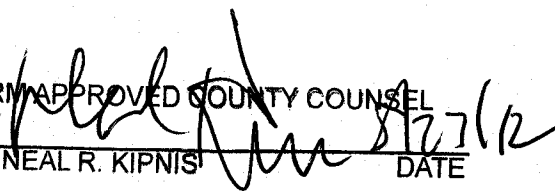
Date: SEP 11 2012

Date: 9-9-12

ATTEST:

Keci Harper-Ihem, Clerk

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

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 9/27/12

## EXHIBIT A

Professional Services Agreement Between Eugene Carpenter, M.D. and County of Riverside for Pathology Services.

I. SCHEDULING: A pathologist shall be scheduled by Sheriff-Coroner's staff and be prepared to commence autopsies after 8:00 am, Monday through Sunday, and continue until all autopsies ordered have been completed.

A. RIVERSIDE COUNTY SHERIFF CORONER-All post mortem exams and or autopsies at the Forensic Centers shall be scheduled through the Triage Committee, Supervising Deputy Coroner, Operations Lieutenant or Chief Forensic Pathologist.

B. SCHEDULE CHANGES-Only the Supervising Deputy Coroner, Operations Lieutenant, Chief Forensic Pathologist or Commander have the authority to make changes in the schedule.

### II. WORKING LOCATIONS

A. All autopsies will be performed at the Riverside County Sheriff/Coroner/Forensic Center's located at 800 Redlands Ave., Perris, CA.92570, and/or the Indio Facility at 47-225 Oasis St., Indio, CA 92201.

### III. REPORTS

#### A. PRELIMINARY AUTOPSY REPORTS

1. FORMS-The format will be designed by the Contractor and approved by the Sheriff-Coroner.
2. CONTENT – At a minimum, the preliminary report must contain information regarding external and internal examinations and the cause of death.
3. DEADLINE FOR SUBMITTING- The preliminary report must be received in the Sheriff-Coroner's Office within five (5) days from the date of the autopsy.

#### B. FINAL AUTOPSY REPORT

1. FORM- The format will be designed by the Contractor and approved by the Sheriff-Coroner.

2. CONTENT-At a minimum, the final report shall contain an anatomic summary, external and internal examination and the cause of death.
  3. DEADLINE FOR SUBMITTING- The final report must be submitted to the Sheriff-Coroner's Office within thirty (30) days from the date of autopsy. This excludes autopsies where additional testing, such as toxicological or tissue testing is required. In such cases, the final report must be submitted within thirty (30) days from receipt of test results.
- C. ADMINISTRATIVE REPORTS- The Sheriff-Coroner's Office must be updated on a weekly basis as to the status of all cases.
1. CONTENTS – At a minimum, the weekly administrative report must contain the following information:
    - a. Case number
    - b. Date of death
    - c. Name of decedent
    - d. Deputy Coroner
    - e. Pathologist
- D. DEATH CERTIFICATES- The contractor (pathologist) that performs the autopsy is responsible for recording the cause of death, date and time of autopsy and their name in a ledger. The Sheriff-Coroner's Office shall be responsible for seeing that the cause of death is typed on the death certificate.

#### IV. SPECIMENS

- A. APPLICABLE LAW- The obtaining, handling and disposing of all specimens must be in accordance with all applicable federal, state and local statutes, laws, ordinances and regulations.
- B. HANDLING – The Contractor shall take the necessary tissue samples and/or specimens at time of autopsy, label them immediately with name, case number, date, and time specimens were collected. Specimens must be sent to an appropriate laboratory for cutting and processing. Specimens will be stored at the Forensic Center.
- C. DISPOSAL- Written permission must be obtained from the Sheriff-Coroner prior to disposal of specimens.

V. TRANSPORTATION

- A. BODIES – The transporting of a body to the Riverside County Forensic Center is handled under a separate contract by County.
- B. PERSONNEL – The transportation of pathologist and his designees is the responsibility of the Contractor.
- C. EQUIPMENT AND SPECIMENS – The transportation of any equipment, specimens and/or samples is the responsibility of the County.

VI. TRAINING-The Contractor when appropriate shall provide and maintain ongoing education and communication with Sheriff Coroner staff.

VII. PATHOLOGIST CONSULTATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall be available for consultation on certain cases where the decedent's attending physician is unavailable for consultation. The Contractor may provide a cause of death based on information obtained from the decedent's medical record and/or from information supplied by the Sheriff-Coroner or his deputies.

VIII. PATHOLOGIST EXAMINATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall perform a complete post mortem autopsy examination externally and internally, including examination of the brain and neck dissection. The examination shall include the preparation and evaluation of microscopic slide specimens when needed to arrive at a proper diagnosis for cause of death. A typed autopsy request must be in the Contractor's hands prior to the start of any post mortem autopsy examination.

IX. LABORATORY TESTS- The County is under contract with clinical and toxicology laboratory, therefore, all required/necessary tests to determine the cause of death will be done by such laboratory and County will bear the costs of laboratory examinations

X. SUBSTITUTION- The Sheriff-Coroner and /or his Chief Deputy may, as considered ethically appropriate, contract with other pathologists to perform autopsies as may be deemed appropriate on relatives of close acquaintances of the Contractor.

XI. AUTOPSY ASSISTANCE

A. SHERIFF-CORONER FORENSIC CENTERS

1. PERSONNEL – A deanor will be available to assist during the autopsy on all cases.
2. SUPPLIES AND EQUIPMENT – All necessary morgue sheets and necessary paperwork will be available to the Pathologist.
3. SERVICES- The following services necessary for an autopsy are the responsibility of the Sheriff Coroner.
  - a. Fingerprinting
  - b. Photographs
  - c. X-rays
  - d. Dental Examinations

B. ADDITIONAL SERVICES

1. The Sheriff-Coroner also reserves the right to request the Contractor to cover the post mortem exams and autopsies for the entire County if other contractors are unable to fulfill contractual agreements or are otherwise incapacitated; thus, allowing the County time to make alternative arrangements.
2. The Sheriff-Coroner reserves the right to challenge any findings of an autopsy and may use any available resources to clarify, reexamine or re-evaluate the findings of any pathologist.



## EXHIBIT B

Payment will be on a monthly basis for all completed autopsies.

The invoice shall include the decedent's name, Sheriff-Coroner's case number and date of autopsy for each charge. The CONTRACTOR shall keep employee and expense records according to customary accounting methods and such records shall be available for inspection by the COUNTY to verify the invoices of CONTRACTOR.

Rates charged for services provided from July 1, 2012 through June 30, 2015:

1. All autopsies performed at the Sheriff-Coroner Forensic Centers (non-scheduled): **\$550.00**
2. All Coroner Review autopsies and all homicide autopsies performed at the Sheriff-Coroner Forensic Centers, scheduled, by interested parties (i.e., law enforcement, educational, legal representatives): **\$750.00**
3. All testimony given during Coroner review hearings pertaining to post mortem examinations and/or autopsies performed for the Sheriff-Coroner: **\$250.00 per case**
4. All Pathologist consultations: **\$125.00 per case**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 11<sup>th</sup> day of September 2012, by and between Darryl J. Garber, M.D., (herein referred to as "Contractor"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Office of the Sheriff-Coroner (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services with a person who is specifically trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties herein;

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

1. DESCRIPTION OF SERVICES: CONTRACTOR shall provide post mortem examinations and/or autopsies for the Sheriff-Coroner of Riverside County upon the request of the Sheriff-Coroner as outlined and specified in Exhibit A, consisting of four (4) pages, attached hereto and by this reference incorporated herein.

1.1 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to the County that it has licenses, permits qualifications and approvals of whatever nature are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: This Agreement shall be effective as of the date of execution, and shall be renewable in one (1) year terms, with no obligation by the County of Riverside to purchase any specified amount of services, unless terminated as specified in Section 7, for a period not exceed June 30, 2015.

3. COMPENSATION: Compensation shall be paid in accordance with an invoice (as further specified in Exhibit B, consisting of one (1) page, attached hereto and by this reference incorporated herein) submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar

month, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Throughout the term of contract, compensation shall not exceed \$50,000.00 annually.

4. HOLD HARMLESS-INDEPENDENT CONTRACTOR: COUNTY retains CONTRACTOR on an independent contractor basis. CONTRACTOR is not and shall not be considered to be in any manner, an employee, agent or representative of the County. Personnel performing the services under this Agreement, on behalf of the CONTRACTOR, shall at all times be under the CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance and workers' compensation insurance.

4.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the result to be accomplished by the services to be performed and as to the means and methods for accomplishing the results.

5. INDEMNIFICATION: CONTRACTOR agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as Indemnitees) from all liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives, save and except claims or litigation based upon any actions of the Indemnitees or which arise through the negligence or misconduct of the Indemnitees, which claims or litigation shall be the sole responsibility of the Indemnitees."

As respects each and every indemnification herein CONTRACTOR shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

5.1 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall at its sole cost, have the right to use counsel of its choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided,

however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation to indemnify hereunder shall survive the term of this agreement and will remain in force for as long as the law allows. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

5.2 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The insurance requirements may be met with a program of self-insurance acceptable to the County.

**Workers' Compensation:**

If Contractor has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

**Commercial General Liability:**

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

**Vehicle Liability:**

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability

insurance for all owned, non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. If CONTRACTOR'S vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain coverage for non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

**Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a 'claims made basis' rather than an 'occurrence basis', such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

**General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1)

reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

The CONTRACTOR shall cause its insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

- c. It is understood and agreed by the parties hereto and the Contractor's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The County of Riverside's Reserved Rights—Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary

limits of liability for the insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. TERMINATION: This Agreement may be terminated by either party by giving ninety (90) days written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.

7.1 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon CONTRACTOR'S bankruptcy, death or disability or in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR or, at COUNTY'S election, in the event CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified only during such period that CONTRACTOR shall, in fact be performing the duties hereunder.

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

9. ADMINISTRATION: The Sheriff-Coroner (or a designee) shall administer this Agreement on behalf of County.

10. ASSIGNMENT: This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

11. NONDISCRIMINATION: CONTRACTOR shall not discriminate in his/her recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with

Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 (P.L. 88-352).

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. ELIGIBILITY: Services shall be provided by CONTRACTOR to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

14. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of this Agreement, possession of a current and valid medical license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed by properly trained and licensed staff. CONTRACTOR shall be, at a minimum, Board Certified in Forensic Pathology, and certified by the American Board of Pathology.

15. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and COUNTY regulations concerning confidentiality of records.

16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, or released to the public, without the direct authorization of the Sheriff-Coroner or an authorized designee.

17. JURISDICTION, VENUE, ATTORNEY'S FEES: This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

18. SEVERABILITY: In the event any provision of this Agreement is declared to be void or against public policy in final adjudication by a Court of competent authority, any such provision shall be deleted here from and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been inserted herein.

19. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any



terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

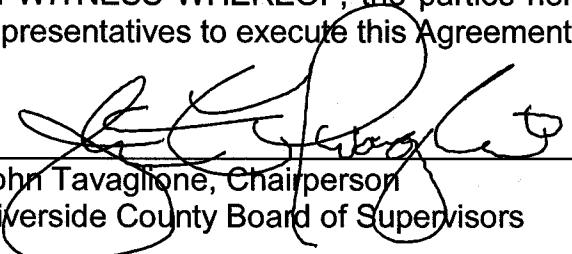
21. HAZARDOUS MATERIALS / CAL OSHA: CONTRACTOR agrees to comply with all federal, state and local statutes, laws, ordinances, rules and regulations including any facility regulations and procedures as respects hazardous material acquisition, handling and disposal. In addition, CONTRACTOR agrees to comply with all requirements for workplace safety as promulgated by CAL OSHA and the COUNTY.

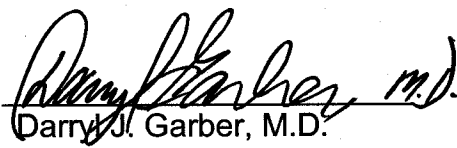
22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:  
Stanley L. Sniff Jr.  
Sheriff-Coroner-Public Administrator  
Riverside County Sheriff's Department  
4095 Lemon St.  
Riverside, CA. 92501

CONTRACTOR:  
Darryl J. Garber, M.D.  
P.O. Box 4545  
Palm Desert, CA 92261

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

  
\_\_\_\_\_  
John Tavaglione, Chairperson  
Riverside County Board of Supervisors

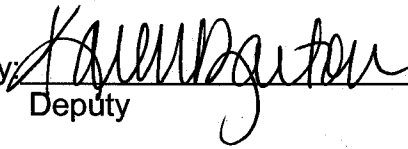
  
\_\_\_\_\_  
Darryl J. Garber, M.D.

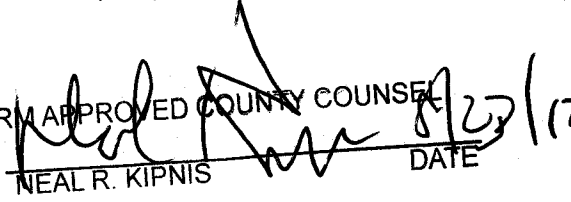
Date: SEP 11 2012

Date: 9/6/12

ATTEST:

Kecia Harper-Ihem, Clerk

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

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 9/27/12

## EXHIBIT A

Professional Services Agreement Between Darryl J. Garber, M.D. and County of Riverside for Pathology Services.

- I. SCHEDULING: A pathologist shall be scheduled by Sheriff-Coroner's staff and be prepared to commence autopsies after 8:00 am, Monday through Sunday, and continue until all autopsies ordered have been completed.
  - A. RIVERSIDE COUNTY SHERIFF CORONER-All post mortem exams and or autopsies at the Forensic Centers shall be scheduled through the Triage Committee, Supervising Deputy Coroner, Operations Lieutenant or Chief Forensic Pathologist.
  - B. SCHEDULE CHANGES-Only the Supervising Deputy Coroner, Operations Lieutenant, Chief Forensic Pathologist or Commander have the authority to make changes in the schedule.
- II. WORKING LOCATIONS
  - A. All autopsies will be performed at the Riverside County Sheriff/Coroner/Forensic Center's located at 800 Redlands Ave., Perris, CA.92570, and/or the Indio Facility at 47-225 Oasis St., Indio, CA 92201.
- III. REPORTS
  - A. PRELIMINARY AUTOPSY REPORTS
    1. FORMS-The format will be designed by the Contractor and approved by the Sheriff-Coroner.
    2. CONTENT – At a minimum, the preliminary report must contain information regarding external and internal examinations and the cause of death.
    3. DEADLINE FOR SUBMITTING- The preliminary report must be received in the Sheriff-Coroner's Office within five (5) days from the date of the autopsy.
  - B. FINAL AUTOPSY REPORT
    1. FORM- The format will be designed by the Contractor and approved by the Sheriff-Coroner.

2. CONTENT-At a minimum, the final report shall contain an anatomic summary, external and internal examination and the cause of death.
  3. DEADLINE FOR SUBMITTING- The final report must be submitted to the Sheriff-Coroner's Office within thirty (30) days from the date of autopsy. This excludes autopsies where additional testing, such as toxicological or tissue testing is required. In such cases, the final report must be submitted within thirty (30) days from receipt of test results.
- C. ADMINISTRATIVE REPORTS- The Sheriff-Coroner's Office must be updated on a weekly basis as to the status of all cases.
1. CONTENTS – At a minimum, the weekly administrative report must contain the following information:
    - a. Case number
    - b. Date of death
    - c. Name of decedent
    - d. Deputy Coroner
    - e. Pathologist
- D. DEATH CERTIFICATES- The contractor (pathologist) that performs the autopsy is responsible for recording the cause of death, date and time of autopsy and their name in a ledger. The Sheriff-Coroner's Office shall be responsible for seeing that the cause of death is typed on the death certificate.

#### IV. SPECIMENS

- A. APPLICABLE LAW- The obtaining, handling and disposing of all specimens must be in accordance with all applicable federal, state and local statutes, laws, ordinances and regulations.
- B. HANDLING – The Contractor shall take the necessary tissue samples and/or specimens at time of autopsy, label them immediately with name, case number, date, and time specimens were collected. Specimens must be sent to an appropriate laboratory for cutting and processing. Specimens will be stored at the Forensic Center.
- C. DISPOSAL- Written permission must be obtained from the Sheriff-Coroner prior to disposal of specimens.

V. TRANSPORTATION

- A. BODIES – The transporting of a body to the Riverside County Forensic Center is handled under a separate contract by County.
- B. PERSONNEL – The transportation of pathologist and his designees is the responsibility of the Contractor.
- C. EQUIPMENT AND SPECIMENS – The transportation of any equipment, specimens and/or samples is the responsibility of the County.

VI. TRAINING-The Contractor when appropriate shall provide and maintain ongoing education and communication with Sheriff Coroner staff.

VII. PATHOLOGIST CONSULTATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall be available for consultation on certain cases where the decedent's attending physician is unavailable for consultation. The Contractor may provide a cause of death based on information obtained from the decedent's medical record and/or from information supplied by the Sheriff-Coroner or his deputies.

VIII. PATHOLOGIST EXAMINATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall perform a complete post mortem autopsy examination externally and internally, including examination of the brain and neck dissection. The examination shall include the preparation and evaluation of microscopic slide specimens when needed to arrive at a proper diagnosis for cause of death. A typed autopsy request must be in the Contractor's hands prior to the start of any post mortem autopsy examination.

IX. LABORATORY TESTS- The County is under contract with clinical and toxicology laboratory, therefore, all required/necessary tests to determine the cause of death will be done by such laboratory and County will bear the costs of laboratory examinations

X. SUBSTITUTION- The Sheriff-Coroner and /or his Chief Deputy may, as considered ethically appropriate, contract with other pathologists to perform autopsies as may be deemed appropriate on relatives of close acquaintances of the Contractor.

XI. AUTOPSY ASSISTANCE

A. SHERIFF-CORONER FORENSIC CENTERS

1. PERSONNEL – A deanor will be available to assist during the autopsy on all cases.
2. SUPPLIES AND EQUIPMENT – All necessary morgue sheets and necessary paperwork will be available to the Pathologist.
3. SERVICES- The following services necessary for an autopsy are the responsibility of the Sheriff Coroner.
  - a. Fingerprinting
  - b. Photographs
  - c. X-rays
  - d. Dental Examinations

B. ADDITIONAL SERVICES

1. The Sheriff-Coroner also reserves the right to request the Contractor to cover the post mortem exams and autopsies for the entire County if other contractors are unable to fulfill contractual agreements or are otherwise incapacitated; thus, allowing the County time to make alternative arrangements.
2. The Sheriff-Coroner reserves the right to challenge any findings of an autopsy and may use any available resources to clarify, reexamine or re-evaluate the findings of any pathologist.

## EXHIBIT B

Payment will be on a monthly basis for all completed autopsies.

The invoice shall include the decedent's name, Sheriff-Coroner's case number and date of autopsy for each charge. The CONTRACTOR shall keep employee and expense records according to customary accounting methods and such records shall be available for inspection by the COUNTY to verify the invoices of CONTRACTOR.

Rates charged for services provided from July 1, 2012 through June 30, 2015:

1. All autopsies performed at the Sheriff-Coroner Forensic Centers (non-scheduled): **\$550.00**
2. All Coroner Review autopsies and all homicide autopsies performed at the Sheriff-Coroner Forensic Centers, scheduled, by interested parties (i.e., law enforcement, educational, legal representatives): **\$750.00**
3. All testimony given during Coroner review hearings pertaining to post mortem examinations and/or autopsies performed for the Sheriff-Coroner: **\$250.00 per case**
4. All Pathologist consultations: **\$125.00 per case**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 27 day of August, 2012, by and between Scott A. Luzi, M.D., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Office of the Sheriff-Coroner (herein referred to as "COUNTY").

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for special services with a person who is specifically trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties herein;

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

1. DESCRIPTION OF SERVICES: CONTRACTOR shall provide post mortem examinations and/or autopsies for the Sheriff-Coroner of Riverside County upon the request of the Sheriff-Coroner as outlined and specified in Exhibit A, consisting of four (4) pages, attached hereto and by this reference incorporated herein.

1.1 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to the County that it has licenses, permits qualifications and approvals of whatever nature are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: This Agreement shall be effective as of the date of execution, and shall be renewable in one (1) year terms, with no obligation by the County of Riverside to purchase any specified amount of services, unless terminated as specified in Section 7, for a period not exceed June 30, 2015.

3. COMPENSATION: Compensation shall be paid in accordance with an invoice (as further specified in Exhibit B, consisting of one (1) page, attached hereto and by this reference incorporated herein) submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar

SEP 11 2012 3:41

month, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Throughout the term of contract, compensation shall not exceed \$50,000.00 annually.

4. HOLD HARMLESS-INDEPENDENT CONTRACTOR: COUNTY retains CONTRACTOR on an independent contractor basis. CONTRACTOR is not and shall not be considered to be in any manner, an employee, agent or representative of the County. Personnel performing the services under this Agreement, on behalf of the CONTRACTOR, shall at all times be under the CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance and workers' compensation insurance.

4.1 It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the result to be accomplished by the services to be performed and as to the means and methods for accomplishing the results.

5. INDEMNIFICATION: CONTRACTOR agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as Indemnitees) from all liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives, save and except claims or litigation based upon any actions of the Indemnitees or which arise through the negligence or misconduct of the Indemnitees, which claims or litigation shall be the sole responsibility of the Indemnitees."

As respects each and every indemnification herein CONTRACTOR shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

5.1 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall at its sole cost, have the right to use counsel of its choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Indemnitees; provided,



however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation to indemnify hereunder shall survive the term of this agreement and will remain in force for as long as the law allows. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

5.2 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The insurance requirements may be met with a program of self-insurance acceptable to the County.

**Workers' Compensation:**

If Contractor has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

**Commercial General Liability:**

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

**Vehicle Liability:**

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability

insurance for all owned, non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. If CONTRACTOR'S vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain coverage for non-owned or hired vehicles in an amount not less than \$300,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

**Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a 'claims made basis' rather than an 'occurrence basis', such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

**General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1)

reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

The CONTRACTOR shall cause its insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

- c. It is understood and agreed by the parties hereto and the Contractor's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The County of Riverside's Reserved Rights—Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary

limits of liability for the insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. TERMINATION: This Agreement may be terminated by either party by giving ninety (90) days written notice of intention to terminate, and may be terminated for cause by either party by giving five (5) days written notice of intention to terminate.

7.1 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon CONTRACTOR'S bankruptcy, death or disability or in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR or, at COUNTY'S election, in the event CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified only during such period that CONTRACTOR shall, in fact be performing the duties hereunder.

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

9. ADMINISTRATION: The Sheriff-Coroner (or a designee) shall administer this Agreement on behalf of County.

10. ASSIGNMENT: This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

11. NONDISCRIMINATION: CONTRACTOR shall not discriminate in his/her recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with

Section 1410 of the Labor Code), and Federal Civil Rights Act of 1962 (P.L. 88-352).

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. ELIGIBILITY: Services shall be provided by CONTRACTOR to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.

14. LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of this Agreement, possession of a current and valid medical license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed by properly trained and licensed staff. CONTRACTOR shall be, at a minimum, Board Certified in Forensic Pathology, and certified by the American Board of Pathology.

15. CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and COUNTY regulations concerning confidentiality of records.

16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, or released to the public, without the direct authorization of the Sheriff-Coroner or an authorized designee.

17. JURISDICTION, VENUE, ATTORNEY'S FEES: This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

18. SEVERABILITY: In the event any provision of this Agreement is declared to be void or against public policy in final adjudication by a Court of competent authority, any such provision shall be deleted here from and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been inserted herein.

19. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

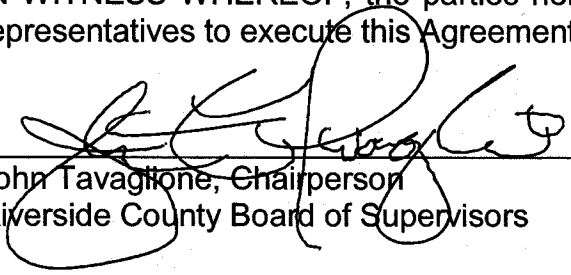
21. HAZARDOUS MATERIALS / CAL OSHA: CONTRACTOR agrees to comply with all federal, state and local statutes, laws, ordinances, rules and regulations including any facility regulations and procedures as respects hazardous material acquisition, handling and disposal. In addition, CONTRACTOR agrees to comply with all requirements for workplace safety as promulgated by CAL OSHA and the COUNTY.

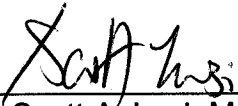
22. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:  
Stanley L. Sniff Jr.  
Sheriff-Coroner-Public Administrator  
Riverside County Sheriff's Department  
4095 Lemon St.  
Riverside, CA. 92501

CONTRACTOR:  
Scott A. Luzi, M.D.  
10685 Frank Daniels Way  
San Diego, CA 92131

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

  
\_\_\_\_\_  
John Favagione, Chairperson  
Riverside County Board of Supervisors

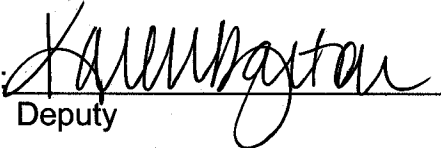
  
\_\_\_\_\_  
Scott A. Luzi, M.D.

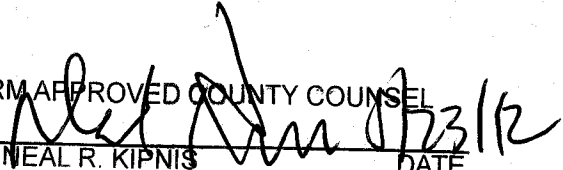
Date: SEP 11 2012

Date: 27 AUG 2012

ATTEST:

Kech Harper-Ihem, Clerk

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

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 9/23/12

## EXHIBIT A

Professional Services Agreement Between Scott A. Luzi, M.D. and County of Riverside for Pathology Services.

- I. SCHEDULING: A pathologist shall be scheduled by Sheriff-Coroner's staff and be prepared to commence autopsies after 8:00 am, Monday through Sunday, and continue until all autopsies ordered have been completed.
  - A. RIVERSIDE COUNTY SHERIFF CORONER-All post mortem exams and or autopsies at the Forensic Centers shall be scheduled through the Triage Committee, Supervising Deputy Coroner, Operations Lieutenant or Chief Forensic Pathologist.
  - B. SCHEDULE CHANGES-Only the Supervising Deputy Coroner, Operations Lieutenant, Chief Forensic Pathologist or Commander have the authority to make changes in the schedule.

### II. WORKING LOCATIONS

- A. All autopsies will be performed at the Riverside County Sheriff/Coroner/Forensic Center's located at 800 Redlands Ave., Perris, CA.92570, and/or the Indio Facility at 47-225 Oasis St., Indio, CA 92201.

### III. REPORTS

#### A. PRELIMINARY AUTOPSY REPORTS

1. FORMS-The format will be designed by the Contractor and approved by the Sheriff-Coroner.
2. CONTENT – At a minimum, the preliminary report must contain information regarding external and internal examinations and the cause of death.
3. DEADLINE FOR SUBMITTING- The preliminary report must be received in the Sheriff-Coroner's Office within five (5) days from the date of the autopsy.

#### B. FINAL AUTOPSY REPORT

1. FORM- The format will be designed by the Contractor and approved by the Sheriff-Coroner.

2. CONTENT-At a minimum, the final report shall contain an anatomic summary, external and internal examination and the cause of death.
  3. DEADLINE FOR SUBMITTING- The final report must be submitted to the Sheriff-Coroner's Office within thirty (30) days from the date of autopsy. This excludes autopsies where additional testing, such as toxicological or tissue testing is required. In such cases, the final report must be submitted within thirty (30) days from receipt of test results.
- C. ADMINISTRATIVE REPORTS- The Sheriff-Coroner's Office must be updated on a weekly basis as to the status of all cases.
1. CONTENTS – At a minimum, the weekly administrative report must contain the following information:
    - a. Case number
    - b. Date of death
    - c. Name of decedent
    - d. Deputy Coroner
    - e. Pathologist
- D. DEATH CERTIFICATES- The contractor (pathologist) that performs the autopsy is responsible for recording the cause of death, date and time of autopsy and their name in a ledger. The Sheriff-Coroner's Office shall be responsible for seeing that the cause of death is typed on the death certificate.

#### IV. SPECIMENS

- A. APPLICABLE LAW- The obtaining, handling and disposing of all specimens must be in accordance with all applicable federal, state and local statutes, laws, ordinances and regulations.
- B. HANDLING – The Contractor shall take the necessary tissue samples and/or specimens at time of autopsy, label them immediately with name, case number, date, and time specimens were collected. Specimens must be sent to an appropriate laboratory for cutting and processing. Specimens will be stored at the Forensic Center.
- C. DISPOSAL- Written permission must be obtained from the Sheriff-Coroner prior to disposal of specimens.



V. TRANSPORTATION

- A. BODIES – The transporting of a body to the Riverside County Forensic Center is handled under a separate contract by County.
- B. PERSONNEL – The transportation of pathologist and his designees is the responsibility of the Contractor.
- C. EQUIPMENT AND SPECIMENS – The transportation of any equipment, specimens and/or samples is the responsibility of the County.

VI. TRAINING-The Contractor when appropriate shall provide and maintain ongoing education and communication with Sheriff Coroner staff.

VII. PATHOLOGIST CONSULTATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall be available for consultation on certain cases where the decedent's attending physician is unavailable for consultation. The Contractor may provide a cause of death based on information obtained from the decedent's medical record and/or from information supplied by the Sheriff-Coroner or his deputies.

VIII. PATHOLOGIST EXAMINATION- Upon the request of the Sheriff-Coroner or any of his deputies, the Contractor shall perform a complete post mortem autopsy examination externally and internally, including examination of the brain and neck dissection. The examination shall include the preparation and evaluation of microscopic slide specimens when needed to arrive at a proper diagnosis for cause of death. A typed autopsy request must be in the Contractor's hands prior to the start of any post mortem autopsy examination.

IX. LABORATORY TESTS- The County is under contract with clinical and toxicology laboratory, therefore, all required/necessary tests to determine the cause of death will be done by such laboratory and County will bear the costs of laboratory examinations

X. SUBSTITUTION- The Sheriff-Coroner and /or his Chief Deputy may, as considered ethically appropriate, contract with other pathologists to perform autopsies as may be deemed appropriate on relatives of close acquaintances of the Contractor.

XI. AUTOPSY ASSISTANCE

A. SHERIFF-CORONER FORENSIC CENTERS

1. PERSONNEL – A deanor will be available to assist during the autopsy on all cases.
2. SUPPLIES AND EQUIPMENT – All necessary morgue sheets and necessary paperwork will be available to the Pathologist.
3. SERVICES- The following services necessary for an autopsy are the responsibility of the Sheriff Coroner.
  - a. Fingerprinting
  - b. Photographs
  - c. X-rays
  - d. Dental Examinations

B. ADDITIONAL SERVICES

1. The Sheriff-Coroner also reserves the right to request the Contractor to cover the post mortem exams and autopsies for the entire County if other contractors are unable to fulfill contractual agreements or are otherwise incapacitated; thus, allowing the County time to make alternative arrangements.
2. The Sheriff-Coroner reserves the right to challenge any findings of an autopsy and may use any available resources to clarify, reexamine or re-evaluate the findings of any pathologist.

## EXHIBIT B

Payment will be on a monthly basis for all completed autopsies.

The invoice shall include the decedent's name, Sheriff-Coroner's case number and date of autopsy for each charge. The CONTRACTOR shall keep employee and expense records according to customary accounting methods and such records shall be available for inspection by the COUNTY to verify the invoices of CONTRACTOR.

Rates charged for services provided from July 1, 2012 through June 30, 2015:

1. All autopsies performed at the Sheriff-Coroner Forensic Centers (non-scheduled): **\$550.00**
2. All Coroner Review autopsies and all homicide autopsies performed at the Sheriff-Coroner Forensic Centers, scheduled, by interested parties (i.e., law enforcement, educational, legal representatives): **\$750.00**
3. All testimony given during Coroner review hearings pertaining to post mortem examinations and/or autopsies performed for the Sheriff-Coroner: **\$250.00 per case**
4. All Pathologist consultations: **\$125.00 per case**