

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



**ITEM: 3.26  
(ID # 15276)**

**MEETING DATE:**  
Tuesday, May 25, 2021

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and approve the Professional Service Agreement with Y. Wang Forensic Pathology Inc. for Forensic Pathologist Services without seeking competitive bids for the Sheriff's Coroner Department for 5 (Five) years and authorize the Chair of the Board to Sign the Agreement on behalf of the County, All Districts. [\$160,000- Annual; \$720,000- Five Year Total; up to \$72,000 in additional compensation; 100% Sheriff's Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Y. Wang Forensic Pathology Inc. for forensic pathologist services without seeking competitive bids for the total aggregate amount of \$720,000 for 5 (Five) years from January 15, 2021 until June 30, 2025: and authorize the Chair of the Board to sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modification of the statement of work, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

**ACTION:** Policy

  
Raul Vergara 5/18/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: May 25, 2021  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 80,000	\$ 160,000	\$ 792,000	\$ 0
<b>NET COUNTY COST</b>	\$ 80,000	\$ 160,000	\$ 792,000	\$ 0
<b>SOURCE OF FUNDS: 100% Sheriff's Budget</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-24/25</b>	

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

BR 21-053

**BACKGROUND:**

**Summary**

The Coroner's Bureau currently has one chief forensic pathologist and two full-time forensic pathologists on staff with two vacancies as of December 7, 2020. Filling a vacancy for a forensic pathologist position has proven difficult in the past. A recent recruitment for this position was vacant for approximately two years before an applicant successfully filled the position. The Coroner's Bureau is short-staff due to attrition and the workload has increased for the remaining forensic pathologists.

In 2019, there were 1,526 autopsies and 1,121 external examinations performed by the forensic pathologists. Due to 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. The National Association of Medical Examiners limits a single doctor to three autopsies per day. Counting two external examinations as one autopsy, the bureau performs eight autopsies per 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 forensic pathologist is required to have 40 hours a year of certified medical examiner training. This results in the bureau working with one less forensic pathologist for six weeks each year. Each forensic pathologist takes one day per week to complete autopsy protocols and at least one is testifying in court nearly every weekday. One forensic pathologist reports to the Coroner's Bureau in Indio regardless of the number of autopsies there. Therefore, there is ample evidence the Coroner's Bureau needs to augment its staff.

Forensic pathologists willing to take contract case work is optimal for both scheduling and cost. Due to 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. With only 500 board certified Forensic Pathologists in the nation, the Coroner's Bureau is

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

fortunate to have a local doctor willing to continue to provide his service to the Coroner's Bureau.

**Contract History and Price Reasonableness**

Dr. Wang's services will be used to augment staffing when needed. There is no contracted amount commitment to the doctor, allowing the Coroner Bureau fiscal flexibility within the Coroner budget.

Dr. Wang's schedule of fees is in line with the fees of the two contracted forensic pathologists the Coroner's Bureau utilizes.

External Exam (only)	\$300
Full Autopsy of Uncomplicated Case <i>Overdose, natural, etc.</i>	\$1,100
Full autopsy of Complicated Case <i>Homicide infant, therapeutic, cases requiring extensive review</i>	\$1,400

Each year the population in Riverside County is growing and deaths per year are increasing, creating a potential increase of case load for the county's forensic pathologists. The annual pay range for a Forensic Pathologist IV position is \$154,262 to \$249,445, not including benefits.

**Impact on Citizens and Businesses**

The Sheriff-Coroner's Bureau requires the service of board-certified forensic pathologists who will work on a case-by-case basis to augment its full-time pathologist staff. This helps prevent delays in release of remains to families and autopsy findings on criminal cases.

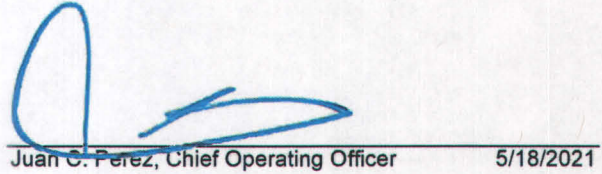
**Attachments**

Three (3) copies of the Professional Service Agreements with Y Wang Forensic Pathology Inc.  
SSJ Y Wang Forensic Pathology Inc.

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

  
Tina Grande, Director of Purchasing and Fleet Services 5/14/2021

  
Cheryl Williams 5/18/2021

  
Juan C. Perez, Chief Operating Officer 5/18/2021

  
Gregory V. Priamos, Director County Counsel 5/10/2021

Contract ID # (INSERT CONTRACT ID NUMBER)

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**PROFESSIONAL SERVICE AGREEMENT**

**for**

**FORENSIC PATHOLOGISTS SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

Y. Wang Forensic Pathology Inc.



MAY 25 2021 3.26

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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, is by and between **Y Wang Forensic Pathology Inc.**, a California Corporation, (herein referred to as "CONTRACTOR"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective as of January 15, 2021 (the "Effective Date") and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance on Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eighty thousand dollars (\$80,000) for Fiscal Year 20-21 and one hundred and sixty thousand dollars (\$160,000) annually thereafter including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice 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) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Department  
Coroner/ Public Administrator  
800 S. Redlands  
Perris, CA 92570

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID#); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on



the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

## 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

## 7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

## 8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## 9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all applicable State or other licensing requirements, including but not limited to the provisions of Chapter 5 of Division 2 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants having all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement. CONTRACTOR shall maintain a valid physician's and surgeon's certificate issued by the State of California. CONTRACTOR shall possess Anatomic and Forensic Pathologist Board Certifications. A security clearance shall be conducted by Sheriff-Coroner prior to CONTRACTOR beginning work.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, 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 and Housing Act (Gov. Code, § 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall not disclose the information contained in the medical record to a third party without lawful authority, as prohibited by Civil Code section 56.10. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. 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 two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Sheriff's Department  
4095 Lemon Street, Third Floor  
Riverside, CA 92501  
Attn: Purchasing Unit

**CONTRACTOR**

Y Wang Forensic Pathology Inc.  
478 E. Desert Willow Road  
Azusa, CA 91702

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively



hereinafter referred to as Indemnitees) from any liability, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

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

**21.4** 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.

## **22. Insurance**

**22.1** 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 coverage's 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.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory 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. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, 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 COUNTY as Additional Insured. 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.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's 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 and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 CONTRACTOR 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.

**E. General Insurance Provisions - All lines:**

1) 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 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have

the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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 thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage 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 coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) 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.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** 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 of this Agreement. Failure on the part of 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 or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

YULAI WANG, M.D., an individual

By: \_\_\_\_\_  
Karen Spiegel, Chair  
Board of Supervisors

By:  \_\_\_\_\_  
Wang Forensic Patholgy Inc.  
478 E. Desert Willow Road  
Azusa, CA 91702

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

Dated: 4/21/2021

ATTEST:  
Kecia Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Lisa Sanchez  
Deputy County Counsel

Contract ID # (INSERT CONTRACT ID NUMBER)

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COUNTY OF RIVERSIDE, a political subdivision of the State of California

YULAI WANG, M.D., an individual

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

By: [Signature]  
Wang Forensic Pathology Inc.  
478 E. Desert Willow Road  
Azusa, CA 91702

Dated: 05-25-2021

Dated: 4/21/2021

ATTEST:  
Kecia Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature]  
Lisa Sanchez  
Deputy County Counsel

**Exhibit A**  
**SCOPE OF SERVICE**

**CONTRACTOR will provide forensic autopsy services as needed for the COUNTY**

- I. **SCHEDULING:** CONTRACTOR shall be scheduled by Sheriff-Coroner's staff, as needed. Scheduling times commence on or after 8:00am, Monday through Sunday, to be determined based on workload and staffing. Work shall continue until all autopsies ordered have been completed, or authorization has been provided by Sheriff-Coroner's staff to reschedule assignments.
- A. **RIVERSIDE COUNTY SHERIFF CORONER-**All post mortem exams and/or autopsies at the Forensic Centers shall be scheduled through the Triage Committee, Coroner Sergeant, Operations Lieutenant or Chief Forensic Pathologist.
- B. **SCHEDULE CHANGES-**Only the Coroner Sergeant, 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 Centers 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 Coroner Technician 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
  - e. Histology
  - f. Neuropathology

- g. Anthropology
- h. Toxicology
- i. Genetic Studies

**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 PROVISIONS**

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 January 15, 2021 through June 30, 2025:

**Tier 4**

External Exam / Pathologist Consult \$300

**Tier 3**

Partial Autopsy  
(Head only, retained projectile, rule out trauma) \$550

**Tier 2**

Full Autopsy of low complexity case  
(Overdose, natural, traffic, etc.) \$1,100

**Tier 1**

Full autopsy of high complexity case  
(Homicide/Suspicious, extensive review/testing, etc.) \$1,400