

**SAN LUIS OBISPO COUNTY  
SHERIFF-CORONER  
CONTRACT FOR PROFESSIONAL SERVICES (“CONTRACT”)**

This contract is entered into by and between the County of San Luis Obispo (“the COUNTY”), a political subdivision of the State of California, and Microcorre Diagnostic Laboratory, a California Corporation (“CONTRACTOR”).

WHEREAS, County needs forensic autopsy services; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. BASIC TERM.

The term of this CONTRACT commences on July 1, 2013, and shall expire on June 30, 2015, unless sooner terminated as herein provided.

2. DIRECTION/SUPERVISION.

CONTRACTOR will report to the supervisor of the Coroner’s Unit or designee of the San Luis Obispo County Sheriff-Coroner.

3. RESPONSIBILITIES.

CONTRACTOR shall serve as pathologist for and on behalf of COUNTY, and in this capacity shall provide medical and professional services as required and in accordance with the policies of the San Luis Obispo County Sheriff-Coroner. The COUNTY shall identify and provide access to a facility where forensic autopsies will be conducted. All of the expense associated with the provision of this facility will be the responsibility of the COUNTY. No part of the premises of the facility provided shall be used by CONTRACTOR or any of its designated pathologists as an office for the general practice of medicine.

4. CONTRACTOR’S SPECIFIC DUTIES.

A. CONTRACTOR will act as a forensic pathologist, certified by the American College of Forensic Examiners or deemed qualified on the basis of training and experience, to provide the following services:

- (1) Direct the operation and management of all pathology services as required by the San Luis Obispo County Sheriff-Coroner.
- (2) Provide necessary coroner pathology services as required by the San Luis Obispo County Sheriff-Coroner for San Luis Obispo County.

- (3) Perform all autopsies as determined by the Coroner's unit supervisor.
- (4) Perform all autopsies and prepare autopsy reports, within 45 days unless an extension is approved in writing by the Coroner's Unit supervisor.
- (5) Appear in court and provide testimony on behalf of the County when requested to do so by the Sheriff-Coroner or District Attorney of San Luis Obispo County.
- (6) Provide pathology services as required.

5. OWNERSHIP OF MATERIALS.

COUNTY shall be the owner of the following materials produced or created incidental to this CONTRACT, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this CONTRACT is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except upon receipt of prior written approval of COUNTY. CONTRACTOR shall have access at all reasonable times to review all items and materials incidental to this CONTRACT and to make and retain copies thereof as necessary for CONTRACTOR'S business.

6. COMPENSATION.

Refer to Exhibit "A"

7. INSURANCE.

CONTRACTOR shall submit to the COUNTY Certificate(s) of insurance documenting the required insurance coverage (as set forth below) prior to this CONTRACT becoming effective. Such insurance coverage shall be maintained during the term of this contract. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by COUNTY, CONTRACTOR shall provide certified copies of any insurance policy to the county within ten (10) working days.

CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense:

A. Workers' Compensation Insurance. Statutory Worker's Compensation and Employer's Liability Insurance shall be provided. The Workers' Compensation policy shall cover any employee of the CONTRACTOR and shall provide for coverage at limits required by the State of California. The policy shall be with an insurance company acceptable to the COUNTY. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (1) CONTRACTOR shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this CONTRACT.

- (2) The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

B. Commercial General Liability Insurance. The policy shall include personal injury and liability coverage with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. The policy shall be with an insurance company or companies acceptable to the COUNTY. The policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (1) The County of San Luis Obispo, its officers and employees, is named as an additional insured in the performance of this CONTRACT.
- (2) The insurance provided herein shall be considered primary coverage to the County of San Luis Obispo with respect to any insurance or self insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- (3) The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

C. Professional Liability Insurance. This policy shall cover damages, liabilities, and costs incurred as a result of CONTRACTOR'S professional errors and omissions or malpractice. The policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims. The coverage under this policy shall apply during the performance of the services under this CONTRACT and for two (2) years thereafter with respect to incidents which occur during the performance of this CONTRACT. The policy shall contain the following endorsements:

- (1) The policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of San Luis Obispo.

D. Business Automobile Policy. The policy shall include coverage with policy limits of no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles.

## 8. EMPLOYMENT STATUS.

CONTRACTOR, and its personnel shall, during the entire term of the CONTRACT, be construed to be independent Contractors and nothing in this CONTRACT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise direction or control over the professional manner in which

CONTRACTOR performs the services which are the subject matter of this CONTRACT; provided always, however, that the services to be provided shall be provided in a manner consistent with all applicable standards and regulations governing such services.

CONTRACTOR and CONTRACTOR'S personnel are not and will not be eligible for membership in or any benefits from any COUNTY group plan for hospital, surgical or medical insurance or for membership in any COUNTY retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a COUNTY employee.

9. LICENSING.

If CONTRACTOR or its personnel are required by professional or State agencies to be licensed or certified in order to provide services pursuant to this CONTRACT, CONTRACTOR warrants that such persons are, and continue to be, licensed or certified for the entire term of this CONTRACT. Services provided by unlicensed or uncertified persons shall not be compensated.

10. NON-EXCLUSIVE AGREEMENT.

CONTRACTOR understands that this is not an exclusive CONTRACT and that the COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires. CONTRACTOR shall be permitted to provide the same or similar services as those provided hereunder to others during the term of this CONTRACT.

11. ASSIGNMENT.

Neither of the parties hereto shall assign any or all of their rights or duties under this CONTRACT to any other person, corporation or public agency.

12. NON-DISCRIMINATION.

CONTRACTOR shall comply with all laws and ordinances prohibiting unlawful discrimination in providing services pursuant to this CONTRACT.

13. TERMINATION.

Either of the parties hereto may, prior to the expiration of this CONTRACT, terminate this CONTRACT, with or without cause, upon ninety (90) days written notice to the other. However, ninety days notice of termination shall not be required in the event of a material breach of this CONTRACT by CONTRACTOR. If CONTRACTOR fails to maintain insurance coverage as provided in Section 7 of this CONTRACT, this CONTRACT shall be deemed terminated without any further notice. Because the term of this CONTRACT extends into fiscal years subsequent to that in which it was approved, continuation of the CONTRACT is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors. If such funds are not appropriated, this CONTRACT is terminated and the County is relieved of any further obligation under this CONTRACT.

14. AUTHORITY.

All parties to this CONTRACT warrant and represent that they have the power and authority to enter in to this CONTRACT in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by required by any such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this CONTRACT have been fully complied with. Furthermore, by entering into this CONTRACT, the parties hereby warrant that they have not breached the terms or condition of any other contracts or agreement to which they are obligated, which breach would have a material effect hereon.

15. ENTIRE CONTRACT AND MODIFICATION.

This CONTRACT supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONTRACTOR shall not be entitled to any benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this CONTRACT, CONTRACTOR relies solely upon the provisions contained in this CONTRACT and no others.

16. PRIOR CONTRACTS.

This CONTRACT, upon execution, cancels and nullifies any prior contracts between COUNTY and CONTRACTOR concerning the same subject matter.

17. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. NO WAIVER OF DEFAULT.

No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this CONTRACT shall be exercised from time to time and as often as may be deemed expedient in the sole

discretion of the party exercising the power or remedy.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this contract on the day and year set forth herein.

COUNTY OF SAN LUIS OBISPO

MICROCORRE DIAGNOSTIC LABORATORY

\_\_\_\_\_  
Chairperson of the Board of Supervisors

Gary A. Walter, M.D.  
Gary A. Walter, M.D., President and Secretary

\_\_\_\_\_  
Date

5.11.13  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM  
AND LEGAL EFFECT;

RITA NEAL  
County Counsel

Armando Duggan  
Deputy County Counsel

5/3/13  
Date

**EXHIBIT "A"**  
**COMPENSATION**

- A. COUNTY shall pay CONTRACTOR the initial contract amount of \$200,000.00 per annum payable in twelve (12) equal installments of \$16,667.00. Payment will be made within thirty (30) days of receipt of a claim or invoice.
- B. Any fluctuation in number of service events performed is included in this fee.
- C. All expenses associated with the processing of tissue specimens and the preparation and staining of microscopic slides shall be included in the flat rate. The selection of a histopathology processing service and the transportation of tissue samples are to be selected by the mutual agreement of the parties.
- D. All court time and appearances shall be paid to CONTRACTOR on an hourly basis, separately billed to the San Luis Obispo County District Attorney's Office.