

## Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



### Gregory J. Ahern, Sheriff

Director of Emergency Services  
Coroner - Marshal

April 10, 2020

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

SUBJECT: AUTHORIZE CONTRACT AMENDMENTS AND AWARD A CONTRACT WITH FORENSIC DOCTORS GROUP FOR FORENSIC PATHOLOGY SERVICES III; MASTER CONTRACT NO. 900996; AMOUNT: \$285,000

Dear Board Members:

#### RECOMMENDATIONS:

Authorize the Purchasing Agent to execute contract amendments to Master Contract No. 900996 to provide additional forensic pathology services to the Alameda County Sheriff's Office, increasing the contract pool amount from \$4,875,000 to \$5,160,000 (\$285,000 increase) with no change in the current contract term of 5/16/13 – 8/31/21:

- A. Authorize the Purchasing Agent to execute the following:
1. Amendment No. 7 with PathologyExpert, Inc. (Principal: Judy Melinek, M.D.; Location: San Francisco), Procurement Contract No. 9407, to serve and provide service as the Interim Chief Forensic Pathologist subject to the general administration, direction, and assignment of the County Coroner;
  2. Amendment No. 3 with Pathemis, P.C. (Principal: Angellee Chen; Location: Oakland), Procurement Contract No. 17977; and
- B. Award a contract to provide forensic pathology services, (Procurement No. 19919) with Forensic Doctors Group, P.C. (Principal: Michael D. Hunter, M.D.; Location: Sacramento).

#### DISCUSSION/SUMMARY:

On May 7, 2013, your Board approved (File No. 28737, Item No. 41) a three-year contract for the term of May 16, 2013 to May 15, 2016 in the amount of \$675,000 with Judy Melinek, M.D. to provide forensic pathology services. Dr. Melinek signed the contract with the County of Alameda

as a sole proprietorship. On July 29, 2013, Dr. Melinek amended the articles of incorporation and became a corporation. On September 4, 2013, the General Services Agency (GSA) approved a consent to assignment of the contractor, Dr. Judy Melinek M.D. “Assignee” and PathologyExpert, Inc. “Assignor”.

On June 20, 2017, your Board approved (Item No. 72) a one-year contract for the term of August 1, 2017 to July 31, 2018 in the amount of \$250,000 with Paul W. Herrmann, M.D. Inc. to provide forensic pathology services.

Due to the shortage of qualified forensic pathologists, your Board has approved four amendments to this contract, increasing the total contract funding to \$1,575,000 and extending the expiration date to 7/31/18. On July 16, 2018, GSA approved a one-month extension until August 31, 2018. On August 7, 2018, your Board approved (Item No. 68) an increase of \$400,000 pool amount and extending the expiration date to August 31, 2019.

On January 15, 2019, your Board approved (Item No. 57) an 18-month contract for the term of January 16, 2019 to July 31, 2020 in the pool amount of \$750,000 with Angellee Chen, M.D. and Regional Pathology and Autopsy Services, Inc. to provide forensic pathology services. Dr. Chen signed the contract with the County of Alameda as a sole proprietorship. On January 28, 2019, Angellee Chen, amended her status and became a corporation. On March 3, 2019, GSA approved a consent to assignment of the contractor, Dr. Angellee Chen, M.D. “Assignee” and Pathemis, P.C. “Assignor”. On September 17, 2019, your Board approved (Item No. 78) an increase pool amount of \$2,550,000 and extending the expiration date to 8/31/21.

The Coroner’s Bureau requires the availability of multiple part-time pathologists and one staff position to perform an estimated 1,200 autopsies and related toxicology services annually. Two part-time pathologists are currently providing forensic pathology services under this contract. PathologyExpert, Inc. and Pathemis, P.C. Paul W. Herrmann, M.D. Inc., and Regional Pathology and Autopsy Services, Inc. have terminated services with the County. Alameda County’s Chief Forensic Pathologist position has been vacant since January 1, 2019. These forensic pathologists provide services on an as-needed basis. However, in anticipation of a surge in forensic pathology service needs; due to COVID-19 pandemic, an increase in funding is required.

The contract allows for this increase by mutual agreement.

SELECTION CRITERIA/PROCESS:

*The Alameda County Sheriff’s Office-Coroner’s Bureau worked with GSA–Procurement to develop a continuous Request for Quotation (RFQ) that was issued on July 16, 2012. It is continuously posted on the GSA Current Contracting Opportunities website in order to locate additional qualified forensic pathologists to meet the needs of the Coroner. Dr. Melinek submitted a quote on March 20, 2013, in response to the RFQ. Dr. Herrmann responded to the continuous RFQ posting and submitted a new bid proposal dated February 5, 2017. Dr. Angellee Chen and Regional Pathology and Autopsy Services, Inc.’s responses were received on December 14, 2019, and*

*December 20, 2018, respectively. Dr. Hunter responded to the continuous RFQ posting and submitted a bid response dated February 21, 2020.*

*There are no certified small, local, and emerging forensic pathologists found in the GSA local vendor database. Due to the specialized nature of the service, these services may only be provided by a certified forensic pathologist, and it is not possible to subcontract any portion of the contract. Small Local Emerging Business (SLEB) waivers for PathologyExpert, Inc. (SLEB Waiver No. 6186, valid through August 31, 2021), Pathemis, P.C. (SLEB Waiver No. 6187, valid through August 31, 2021), and Forensic Doctors Group, P.C. (SLEB Waiver No. 6613, valid through August 31, 2021) were granted by the Office of Acquisition Policy.*

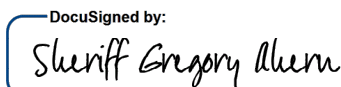
FINANCING:

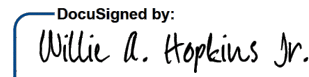
Appropriations for the increased contract pool of forensic pathologists will be provided by the Sheriff's Office FY 2019-20 Approved Budget, and will be requested in the Sheriff's Office FY2020-21 Proposed Budget. There is no increase in net County cost as result of your approval.

VISION GOAL 2026:

The forensic pathology services meet the 10X goal pathway of a **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:  
  
F05B6DA11FD248A...  
Gregory J. Ahern  
Sheriff/Coroner

DocuSigned by:  
  
3978B4A6A69D4BB...  
Willie A. Hopkins, Jr.  
Director, General Services Agency

Attachment

cc: County Administrator  
Auditor-Controller  
County Counsel

## CONTRACT SUMMARY

## FORENSIC PATHOLOGY SERVICES III

Master Contract No. 900996  
May 16, 2013 – August 31, 2021

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>
<i>PathologyExpert, Inc.</i>	<i>3739 Balboa St., #102 San Francisco, CA</i>	<i>\$5,160,000</i>
<i>Pathemis, P.C.</i>	<i>1109 El Centro Ave., Oakland, CA 94602</i>	
<i>Forensic Doctors Group, P.C.</i>	<i>2109 J. Street, #320 Sacramento, CA 95816</i>	

**THIRD AMENDMENT TO AGREEMENT**

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and Pathemis, P.C., (“Contractor”) with respect to that certain agreement entered by the County and Angellee Chen, M.D., J.D. on January 25, 2019 (Master Contract No. 900996, Procurement Contract No. 17797) and subsequently assigned by Dr. Chen to Contractor on March 8, 2019 (“Consent to Assignment” or “First Amendment”) and that certain Second Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides forensic pathology services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County.
  
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Two Hundred Eighty- Five Thousand dollars (\$285,000). As a result of these additional services the not to exceed pool amount has increased from Four Million Eight Hundred Seventy-Five Thousand dollars (\$4,875,000) to Five Million One Hundred Sixty Thousand dollars (\$5,160,000) over the term of the Agreement and any amendments.
  
3. Item 20 of the Standard Services Agreement has been amended by changing the shall not exceed pool amount in the last sentence to \$5,160,000.

4. Item 3 of Exhibit B is deleted and replaced with the following:

Total payment under the terms of this Agreement will not exceed the total pool amount of Five Million One Hundred Sixty Thousand dollars (\$5,160,000). This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of Contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors.
5. Attached here to Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
6. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

PATHEMIS, P.C.

By: DocuSigned by:  
Detra Dillon  
DE9C0172C941490...  
Signature

By: DocuSigned by:  
Angellee Chen  
C283106190E4471...  
Signature

Name: Detra Dillon  
(Printed)

Name: Angellee Chen  
(Printed)

Title: Procurement Administrator

Title: CEO

Date: 5/20/2020

Date: 4/9/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**EXHIBIT D**

**COUNTY OF ALAMEDA**

**DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

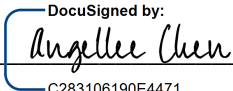
Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Pathemis, P.C.

PRINCIPAL: Angellee Chen TITLE: CEO

SIGNATURE:  DATE: 4/9/2020



**EXHIBIT E**

**COUNTY OF ALAMEDA**

**THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

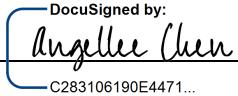
By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Pathemis, P.C.

PRINCIPAL: Angellee Chen TITLE: CEO

SIGNATURE:  DATE: 4/9/2020

**SEVENTH AMENDMENT TO AGREEMENT**

This Seventh Amendment to Agreement (“Seventh Amendment”) is made by the County of Alameda (“County”) and PathologyExpert, Inc., (“Contractor”) with respect to that certain agreement entered by them on May 14, 2013 and that certain First, Second, Third, Fourth, Fifth, and Sixth Amendments to Contract, (collectively referred to herein as the “Agreement”) pursuant to which Contractor provides forensic pathology services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to amend the Agreement as follows:

1. Except as otherwise stated in this Seventh Amendment, the terms and provisions of this Seventh Amendment will be effective as of the date this Seventh Amendment is executed by the County.
2. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed a pool amount of Two Hundred Eighty-Five Thousand dollars (\$285,000). As a result of these additional services the not to exceed pool amount has increased from Four Million Eight Hundred Seventy-Five Thousand dollars (\$4,875,000) to Five Million One Hundred Sixty Thousand dollars (\$5,160,000) over the term of the Agreement and any amendments.
3. Item 20 of the Standard Services Agreement has been amended to change the shall not exceed pool amount in the last sentence to from \$4,875,000 to \$5,160,000.
4. Revised Exhibit A-1 is amended to add the following subsection t under Section 1:

- t. Subject to the general administration, direction, and assignment of the County Coroner, serve as the Interim Chief Forensic Pathologist, including to perform the following services:
  - (1) Serve as the primary medical advisor to the Sheriff/Coroner of his/her designee, for cases under the jurisdiction of the Alameda County Coroner's Bureau;
  - (2) Perform professional level, forensic medical evaluation and analysis involved with determining the cause, manner and circumstances of death and injuries sustained by deceased persons;
  - (3) Develop forensic evidence for use in legal proceedings;
  - (4) Testify and serve as an expert witness in concerning findings;
  - (5) Administer and manage the operations in the morgue;
  - (6) Organize, manage and coordinate all forensic medical activities at the Coroner's Bureau
  
- 5. The attached Revised Exhibit B, Payment Terms, amends and replaces the Revised Exhibit B that was attached to the Sixth Amendment.
  
- 6. DEBARMENT AND SUSPENSION CERTIFICATION:
  - a. By signing this Seventh Amendment and the attached Exhibit D-7, Debarment and Suspension Certification, which is incorporated into this Agreement by this reference, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
  
- 7. The attached Exhibit E. The Iran Contracting Act (ICA) of 2010, is incorporated into this Agreement by this reference.
  
- 8. Except as expressly modified by this Seventh Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment.**

COUNTY OF ALAMEDA

PATHOLOGYEXPERT, INC.

By: DocuSigned by:  
Detra Dillon  
DE9C0172C941490...  
Signature

By: DocuSigned by:  
Judy Melinek  
61B579058F8D4FA...  
Signature

Name: Detra Dillon  
(Printed)

Name: Judy Melinek  
M.D./PathologyExpert Inc.  
(Printed)

Title: Procurement Administrator

Title: CEO

Date: 5/20/2020

Date: 4/10/2020

By signing above, signatory warrants and represents that he/she executed this Seventh Amendment in his/her authorized capacity and that by his/her signature on this Seventh Amendment, he/she or the entity upon behalf of which he/she acted, executed this Seventh Amendment.

**REVISED EXHIBIT B**

**PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the contracted services, within thirty (30) days upon receipt and approval of invoice which contains the required information for billing: the case number, date, and service rendered. If the County has an overdue payment balance totaling over \$10,000 for more than 30 days, Contractor has and reserves the right to suspend or terminate the execution of any work by the Contractor upon giving to the County at least 2 weeks prior written notice.

<b>Item</b>	<b>Description</b>	<b>Rate (9/1/19-8/31/20)</b>	<b>Rate (9/1/20-8/31/21)</b>
1	Record Review/Non-Removal certification/Consultation	\$500	\$520
2	Inspection/External exam	\$500	\$520
3	Limited autopsy case	\$800	\$832
4	Full autopsy case	\$1,850	\$1,924
5	Histology premium	\$200	\$208
6	Complex cases	\$2,250	\$2,340
7	Additional Complexities	\$2,250 per day	\$2,340 per day
8	Requests for organ donation or tissue procurement	No charge	No charge
9	Scene Response	\$500/hour (with 1 hour minimum, billed at 15 min increments thereafter)	\$520/hour (with 1 hour minimum, billed at 15 min increments thereafter)
10	Forensic Pathology Administrative Tasks while serving in the capacity of Interim Chief Forensic Pathologist	\$178.71/hour (3/9/20-9/81/20)	\$178.71/hour

2. Service provided and hourly rate as described in Item 10 of the rate chart above are effective as of March 9, 2020.
3. Invoices will be reviewed for approval by the County, Alameda County Sheriff's Office.
4. Total payment under the terms of this Agreement will not exceed the total pool amount of Five Million One Hundred Sixty Thousand dollars (\$5,160,000). This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of Contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors.

**EXHIBIT D-7**

**COUNTY OF ALAMEDA**

**DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

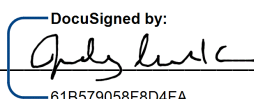
Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Judy Melinek M.D./PathologyExpert Inc.

PRINCIPAL: Judy Melinek M.D. TITLE: CEO

SIGNATURE:  DATE: 4/10/2020



**EXHIBIT E**

**COUNTY OF ALAMEDA**

**THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

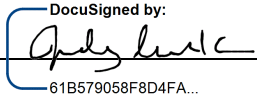
By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Judy Melinek M.D./PathologyExpert Inc.

PRINCIPAL: Judy Melinek M.D. TITLE: CEO

SIGNATURE:  DATE: 4/10/2020  
DocuSigned by: 61B579058F8D4FA...

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Forensic Doctors Group, P.C. DEPT #: 290341

TITLE/SERVICE: Forensic Pathology Services III

DEPT. CONTACT: Captain Tara Russell PHONE: 510-382-3343

**I. INFORMATION ABOUT THE CONTRACTOR** YES NO

1. Is the contractor a corporation or partnership? ( x ) ( )

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? ( x ) ( )

3. If the answer to BOTH questions is YES, provide the employer ID number here: 81-3402433  
No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES** YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )

4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**      **YES**   **NO**

- 1. Is the contractor being hired for a period of time rather than for a specific project?      ( )   ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?      ( )   ( )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**      **YES**   **NO**

- 1. Will the agreement be with an individual who does not have an outside practice?      ( )   ( )
- 2. Will the contractor work more than an average of ten hours per week?      ( )   ( )

IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor's income?      ( )   ( )
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:  
*Michael D. Hunter, MD*  
EA9EC3D111A64D8...

---

Contractor Signature

Michael Hunter  
Printed Name

4/2/2020  
Date

DocuSigned by:  
*Detra Dillon*  
DE9C0172C941490...

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Agency/Department Head/Designee Signature

Detra Dillon  
Printed Name

5/20/2020  
Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 5/20/2020, is by and between the County of Alameda, hereinafter referred to as the "County", and Forensic Doctors Group, P.C., hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain forensic pathology services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Forensic Pathology Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from May 1, 2020 through August 31, 2021

The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County. The compensation payable to Contractor hereunder shall be paid from the portion of the total pool contract amount payable to the pool of forensic pathology services and shall not exceed *Five Million One Hundred Sixty Thousand dollars (\$5,160,000)* for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

FORENSIC DOCTORS GROUP, P.C.

By: DocuSigned by:  
Detra Dillon  
DE9C0172C941490  
Signature

By: DocuSigned by:  
Michael D. Hunter, MD  
EA9EC3D111A64D8...  
Signature

Name: Detra Dillon  
(Printed)

Name: Michael Hunter  
(Printed)

Title: Procurement Administrator

Title: President

Date: 5/20/2020

Date: 4/2/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.



7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Sheriff's Office, Coroner's Bureau  
2901 Peralta Oaks Court, 2<sup>nd</sup> Floor  
Oakland, CA 94605  
Attn: Captain Tara Russell  
[trussell@acgov.org](mailto:trussell@acgov.org); 510-382-3343

To Contractor: Forensic Doctors Group, P.C.  
2109 J Street, #320  
Sacramento, CA 95816  
Attn: Michael D. Hunter, MD  
[Dist14@gmail.com](mailto:Dist14@gmail.com); 415-905-0304

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
  
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Forensic Pathology Services shall not exceed \$5,160,000 pool payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation (*SLEB Waiver No. 6613*). As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or

attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,



without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
  32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
    - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
    - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A**

**DEFINITION OF SERVICES**

1. Contractor shall provide forensic pathology services with the Specific Requirements set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements

- a. Contractor shall provide, on a non-exclusive basis, Forensic Pathology Services with the Exhibit A-1.
- b. “Non-exclusive” as defined herein shall mean Contractor shall not be the sole Forensic Pathology Services provider for the County. The County shall have the right to determine whether or not to the use of the Contractor’s Forensic Pathology Services is deemed suitable for the specific Forensic Pathology Services/assignment at County’s sole discretion. Contractor recognizes that the County will maintain a list of pre-approved Forensic Pathology Services contractors on services/assignments requiring outsourcing. Distribution of the outsourced assignments will be based on a number of factors including, but not limited to, the County’s assessment of the listed Contractor’s ability to perform the specified work, timeliness of completion, and quality of services.
- c. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 900996, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
- d. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Michael Hunter, MD	President	415-905-0304	dist14@gmail.com
Louis Pena, MD	Pathologist	626-688-5881	lpenacoronar@yahoo.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### SPECIFIC REQUIREMENTS

1. Contractor shall:
  - a. Perform such services in a professional manner subject to the general administration, direction, and assignment of the County Coroner.
  - b. Hold, and continuously hold throughout the term of any contract which may arise hereby; a current and valid physician's certification issued by the Board of Medical Examiners for the State of California and be certified as a forensic pathologist by the American Board of Pathology. Contractors shall submit a copy of his/her physician certification(s) prior to the commencement of any services hereunder.
  - c. Notify the County Coroner of any changes in a physician's certification within twenty-four (24) hours of any change.
  - d. Perform autopsies or examinations, when requested by the County Coroner, for the purpose of investigating and determining the cause of death.

Professional services are defined as follows:

- (1) Record Review:
  - (a) Review of investigative narrative and/or medical records for non-removal cases (cases where decedents are not brought to office for examination)
  - (b) Review of prior coroner cases and/or additional investigative information that were performed by another pathologist at the request of the Coroner
- (2) Inspection/External Examination with report (Autopsy Protocol):
  - (a) External examination of the body
  - (b) Collection of bodily fluid by aspiration or swab

- (3) Limited Autopsy:
  - (a) Any incision into a targeted area of the body to examine tissue for diagnostic purposes and/or to recover evidence
  - (b) If histology exceeds 9 slides, additional payment pursuant to Exhibit B Histology premium
- (4) Full Autopsy:
  - (a) External examination and internal examination of the head, neck, chest, abdomen, pelvis, and extremities, when present.
  - (b) If histology exceeds 9 slides, additional payment pursuant to Exhibit B Histology premium
- (5) Complex Autopsy:
  - (a) sudden unexpected death in infants or children
  - (b) Multiple (>5) gunshot wound trajectories (one entrance or re-entry to an exit or point of lodgment);
  - (c) Multiple (>5) stabbed/incised wounds;
  - (d) Complex asphyxial mechanism associated with additional inflicted injuries (Such as, blunt injuries and/or sexual assault);
  - (e) Deaths due to or suspected to be from the direct involvement of a law enforcement activity requiring extra work up and/or additional evaluation;
  - (f) Elder abuse or neglect
  - (g) Child abuse or neglect
  - (h) Instances not enumerated above but defined as complex by the Coroner or designee
  - (i) Additional Complexities: Any subsequent full day of work on a complex case that has already had a full day of work, with approval

- e. When requested by the County Coroner, perform autopsies in compliance with all California laws including Government Code §27491, 27520 through §27521.1.
- f. Provide the Coroner with a signed and dated statement of the medical cause of death in all cases requested of Contractor by the County Coroner.
- g. For all cases submitted to the Contractor for determination of the cause of death, Contractor shall provide the County Coroner with the cause of death within two (2) weeks of submission of the case to Contractor, or a reason why the cause of death has been deferred. Contractor shall provide regularly scheduled updates on all deferred cause of death determinations on a schedule to be determined by the County.
- h. Provide services during working hours established by the County Coroner, and provide adequate and complete services in keeping with the public need, legislative mandates and accrediting professional standards that the County has adopted.
- i. Provide consultation and recommendations to the County Coroner with regard to additional services, deemed necessary to determine a cause of death and/or the identification of a decedent. Such recommendations should include, but not be limited to, toxicology, bacteriology or immunohistochemistry studies, x-rays, odontology, anthropology, or any other ancillary service needed to determine a cause of death and/or identification of a decedent.
- j. Be available for consultation over and above the written report when requested by the County Coroner with respect to samples submitted and/or manner of death.
- k. Make an audio recording or submit an electronic written report, commonly referred to as an “autopsy protocol” of each autopsy Contractor performs. Take written notes for each autopsy that, along with the review of photographs and other records, could be used as a basis for report generation if dictation system fails or dictated tapes become lost or damaged.
- l. Collect and label and/or direct the collection and labeling of all specimens, and maintain a record which clearly documents the name, date, and time that any person handles, inspects, analyzes, stores, or transports biological samples,

microscopic slides, x-rays or evidence which are under the Contractor's care and custody from the time biological samples, microscopic slides, x-rays, or evidence are removed from the possession of the County Coroner until they are returned to the County Coroner.

- m. Keep information related to each decedent in strict confidence, and not publish, reproduce, or otherwise divulge any information in any form, in whole or in part, or authorize or permit others to do so, taking such measures as are necessary to restrict access to information to only those individuals who must have this information, and to promptly inform the County Coroner of any such breach of confidence. This requirement is not intended to prohibit Contractor from communicating with individuals with whom it may be necessary to perform the contracted services, including discussing specific cases in consultation with professional colleagues, decedent family members, law enforcement, or witnesses.

Subject to state and federal law and regulations and to the extent that such communications would not risk compromising any ongoing investigation by the County Coroner, district attorney, or any other law enforcement agency, this subsection does not limit or prohibit Contractor's ability to discuss findings with civil or criminal defense attorneys (including their staff and retained consultants) who have authorization from the decedent's legal next of kin or who have obtained a valid court order; law enforcement agencies; decedent family members; insurance companies; or treatment personnel including physicians, nurses, emergency service workers, organ and tissue procurement agencies, mortality review committees, public health and safety agencies.

- n. Be permitted to publish de-identified medical findings including photographs in professional journals or scholarly forums.
- o. Respond to death scenes and provide consultation to the County Coroner when requested by same.
- p. Communicate with coroner staff and local hospitals to review requests for organ donation and/or oversee organ recovery, if instructed to do so by the County Coroner. In the event the Contractor is required by the County to physically respond to examine a potential donor, contractor shall be paid pursuant to Exhibit B Payment Term Scene Response.



- q. Attend the following meetings if requested to do so by the County Coroner:
    - (1) Manner of Death Committee to be conducted by the County Coroner;
    - (2) Child Death Review Committee to be conducted by the County;
    - (3) Domestic Violence Review Committee to be conducted by the County;  
and
    - (4) Other meetings as may be deemed appropriate by the County Coroner.
  - r. Consult on any County Coroner's case as may be requested by the County Coroner. Any work performed under this section will be paid pursuant to Exhibit B Payment Term Record Review.
  - s. Contractor may be required to respond "as needed" to incidents, such as mass fatalities, which fall outside the Contractor's normal work schedule.
2. In submitting for payment, Contractor shall specify the type of service performed (as defined in section 1.d) and include a brief notation on the invoice to explain the scope of work in complex cases or histology premium. If additional work and associated payment are necessary for a case that has already been invoiced, justification for the additional charges shall be noted on the invoice.
3. The unit commander, or his or her designee, will review for approval the forensic pathologists' invoices. If he or she is unclear or disagrees with a complex case charge, then that particular invoice entry will be returned to the forensic pathologist for clarification. The clarification will be in form such as writing or email. If despite the clarification, the unit commander, or his or her designee, still does not approve the complex case charge as justified, then that decision is final.
4. County shall:
- a. Provide, at no expense to Contractor, all equipment, facilities, supplies, and personnel which the County Coroner and Contractor reasonably agree are needed for Contractor(s) to fulfill their obligations under this agreement. Additionally, when needed, X-rays will be taken by the County Coroner's staff and accompany case files.

- b. Transcribe into typewritten form Contractor's audio recordings of each autopsy Contractor performs, if dictation services are used, including autopsy report pickup and delivery as needed.
- c. Retain control of all biological samples, microscopic slides, x-rays or evidence taken during an autopsy. Pick up and analysis of all specimens will be the responsibility of the County Coroner's staff.
- d. The County Coroner shall retain records according to County retention policies.

**EXHIBIT B**

**PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the contracted services, within thirty (30) days upon receipt and approval of invoice, which contains the required information for billing: the case number, date, and service rendered.

Item	Description	Rate (9/1/19-8/31/20)	Rate (9/1/20-8/31/21)
1	Record Review/Non-Removal certification/Consultation	\$500	\$520
2	Inspection/External exam	\$500	\$520
3	Limited autopsy case	\$800	\$832
4	Full autopsy case	\$1,850	\$1,924
5	Histology premium	\$200	\$208
6	Complex cases	\$2,250	\$2,340
7	Additional Complexities	\$2,250 per day	\$2,340 per day
8	Requests for organ donation or tissue procurement	No charge	No charge
9	Scene Response	\$500/hour (with 1 hour minimum, billed at 15 min increments thereafter)	\$520/hour (with 1 hour minimum, billed at 15 min increments thereafter)

2. Invoices will be reviewed for approval by the County, Alameda County Sheriff's Office.

3. Total payment under the terms of this Agreement will not exceed the total pool amount of Five Million One Hundred Sixty Thousand dollars (\$5,160,000). This cost includes all taxes and all other charges. Contractor understands and acknowledges that this Agreement is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of Contractors under the pool of contracts designated by County shall not exceed the pool amount approved by the Alameda County Board of Supervisors.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**


**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Forensic Doctors Group, PC

PRINCIPAL: Michael Hunter TITLE: President

SIGNATURE:  DATE: 4/2/2020

**EXHIBIT E**

**COUNTY OF ALAMEDA**

**THE IRAN CONTRACTING ACT (ICA) OF 2010**

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Forensic Doctors Group, PC

PRINCIPAL: Michael Hunter

TITLE: President

SIGNATURE: \_\_\_\_\_

DocuSigned by:  
*Michael D. Hunter, MD*  
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DATE: 4/2/2020