

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this day by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Michael Joseph Ferenc, M.D., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: forensic pathology; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof. Nothing in this Agreement prevents County from employing or contracting with other pathologists without modification of this Agreement or compensation to Contractor, or prevents Contractor from contracting with or being employed by any other person or entity to perform for them services which do not conflict with or impair the performance of Contractor's duties and obligations to County. However, it is understood that County's facilities, equipment, supplies and personnel shall not be used by Contractor in connection with services performed by Contractor for anyone other than those directed by the County.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.
- D. Consistent with the budgetary limitations of County in the Coroner's Department, County shall furnish, at no expense to Contractor, all equipment, facilities, supplies and personnel which the County and Contractor reasonably and mutually agree are needed for the performance of his duties and obligations hereunder.
- E. County shall provide a qualified medical secretary to do clerical work, an autopsy assistant to do preparatory work and assist Contractor in the work of performing autopsies, and a forensic toxicologist. Any medical secretary, autopsy assistant or forensic toxicologist provided by County shall not be deemed the employee or agent of Contractor.
- F. County will provide Contractor with facilities suitable for performing autopsies and shall provide all equipment and disposable or cleanable items necessary for Contractor to perform autopsy services, including, but not limited to, instruments, gloves, aprons, containers, and slides.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$709,313.00 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on September 8, 2008, and shall terminate on November 7, 2011. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall

remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor and each of Contractor's agents, employees, partners and/or associates, if any, providing services requiring licensure shall hold a current, valid physicians and surgeons certification issued by the Medical Board of California throughout the life of this Contract, entitling Contractor to lawfully perform the services under this Contract. Contractor shall also obtain any and all permits or other licenses which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TISSUES, BLOCKS AND SLIDES:

All tissues, blocks and slides shall be the sole property of County and shall be retained and stored by County (Coroner's Office), it being agreed that:

- A. Slides and/or blocks shall not be sent out to any other pathologist or agency without prior approval of Coroner and Contractor. The Contractor performing the autopsy will verify that the material is, in fact, the correct material and truly representative of what it purports to be.
- B. Certain material may be retained by the Coroner, upon written request by Contractor, for scientific or other purposes as stated in the request.
- C. Copies of slides may be retained by Contractor for professional use at Contractor's discretion.
- D. All slides, blocks, and tissues shall be available for any purpose without restriction to Contractor during regular working hours.

14. TERMINATION:

- A. Either party may terminate this Agreement at any time without cause during the term of this Agreement after giving to the other party written notice of such termination, stating the effective date and presenting such notice of termination at least one hundred eighty (180) days in advance of such effective date. In the event of such termination of this Agreement by either party, the amount of compensation due Contractor shall be computed on a pro rata basis in the following manner: number of days in service in the month, to be determined by the effective date of the termination, divided by the number of calendar days in that month, multiplied by the monthly compensation.
- B. As a further and additional remedy, if County believes that Contractor is not properly performing his duties and obligations hereunder, County may give Contractor written notice of specific deficiencies. After receiving such notice, if Contractor fails promptly and properly to perform any of his duties and obligations hereunder, as reasonably determined by the County, County may immediately terminate this Agreement, and County shall have no further obligation to Contractor.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall perform his duties as he shall see fit and proper, subject only to the understanding that the manner of performing autopsies shall not interfere with but shall foster the effective operation of County and the Coroner's Office and shall be in conformance with standard professional practices as prescribed by the California Medical Association and/or the American Medical Association. Contractor is not entitled to any benefits, including but not limited to retirement benefits, medical benefits, workers' compensation, and life insurance, other than the compensation described in Section 4 and Exhibit "B" of this Agreement. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Ken Holmes, Coroner
Office of the Marin County Coroner
 Dept./Location: Marin County Civic Center, Room 241
San Rafael, CA 94903

Telephone No.: (415) 499-6043

Notices shall be given to Contractor at the following address:

Contractor: Dr. Michael J. Ferenc

Address: 104 Esplanade Avenue, Apt. 116
Pacifica, CA 94044

Telephone No.: (650) 898-8131

21. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input type="checkbox"/>	<u>Fees and Payment</u>	
<u>EXHIBIT C.</u>	<input type="checkbox"/>	<u>Insurance Reduction/Waiver</u>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
COUNTY OF MARIN:**

By: _____

CONTRACTOR:

By: _____

Name: _____

Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)*

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval
- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Services Provided by Contractor between September 8, 2008 and September 8, 2011

1. Forensic Pathology Services
 - A. Contractor shall furnish forensic pathology services required by the County in the performance of the Coroner's duties where the date of death occurs between September 8, 2008 and September 8, 2011, in accordance with the terms and conditions of this Agreement.
 - (1) Contractor shall perform such services in a professional manner subject to the general administration, direction, and assignment of the Coroner acting in accordance with the policies and procedures of the Coroner's Office and pursuant to State and County laws and regulations with respect thereto.
 - (2) Contractor shall provide such professional services as are ordinarily and customarily performed by forensic pathologists in the State of California, including, without limitation, medico-legal autopsies and other reasonable and/or necessary medical procedures associated with the investigation and determination of the causes and probable mode of death, as well as related medico-legal examinations and analyses generally performed by forensic pathologies. Contractor's caseload is not to exceed a total of 350 total caseload per calendar year as defined in the National Association of Medical Examiners, without additional compensation, as set forth in Exhibit "B" to this Agreement.
 - (3) The decision to perform microscopic examinations (except for SIDS cases, in which it is mandated, and in private autopsies) will be made by the Contractor performing the autopsy with the understanding that no additional fee is to be charged for this service.
2. Private Autopsies
 - A. Contractor, at the direction of the Coroner, may from time to time perform autopsies requested by a surviving spouse, parent, child or next-of-kin pursuant to Government Code Section 27520. These shall be considered private autopsies, and Contractor shall be compensated by the requesting family member at usual and customary fees for such services. Fees shall be consistent with those charged by local pathologists. Microscopic or other special examinations requested by other persons and/or agencies beyond the requirement of the Coroner for the purpose of determining the cause and manner of death may be performed with the approval of the Coroner and the next-of-kin. The party requesting such additional services will be billed the usual and customary fees for such services rendered by Contractor.
3. Expert Witness Services
 - A. The duties of Contractor also include testifying as an expert witness called by the County in Coroner's Inquests or in civil actions or proceedings to which the County or any of its officers or agencies is a party and the testimony concerns an autopsy that has been performed by Contractor for the Coroner under this Agreement. Contractor shall receive no additional compensation for such testimony. Compensation for this testimony is included in the compensation provided for in Section 4 of this Agreement and Exhibit B of this Agreement.
 - B. Contractor shall not become or function as a retained expert within the meaning of Code of Civil Procedure Section 2034 in any civil action or proceeding in which the County or any of its officers or agencies are an adverse party to the party seeking to make Contractor its retained expert.

Services Provided by Contractor between September 9, 2011 and November 7, 2011

1. For the period of sixty (60) days from and after September 8, 2008, it shall be the responsibility of Contractor to conclude, in a timely fashion, any work remaining to be done on Coroner cases where the date of death occurred on or before September 8, 2011 at no additional cost or compensation.

Schedule and Sites for Services

1. Contractor shall render services under this Agreement at hours to be arranged at the reasonable discretion of the Coroner so that the Coroner will be furnished with adequate, complete, and competent services in keeping with the Coroner's needs. It is understood by the parties that services rendered by Contractor under this Agreement, other than testimony, shall be performed at local mortuaries under the direction of the Coroner. Contractor may occasionally be required to visit the scene of death as a necessary medical procedure associated with the investigation and determination of the cause and probable mode of the death. Except as otherwise provided herein, Contractor is not required to be present at the Coroner's office or local mortuaries when there are no autopsies to be performed.
2. Contractor shall be required to perform the professional services outlined in this Agreement throughout the entire contract period, as set forth in Section 5 of this Agreement, excepting only a maximum of four weeks each year (20 business days). Contractor shall provide Coroner with at least fifteen (15) working days written notice before taking an absence. During any such period of absence, Contractor shall, at his sole expense, subcontract the professional services required to be performed under this Agreement to one or more qualified forensic pathologists, in accordance with Sections 8, 9 and 17 of this Agreement.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

For Contractor's satisfactory performance of the duties and obligations provided herein, County agrees to pay Contractor as follows:

- \$225,000.00 for the year of September 8, 2008 through September 8, 2009 in 24 payments of \$9,375.00
- \$236,250.00 for the year from September 8, 2009 through September 8, 2010 in 24 payments of \$9,843.75
- \$248,063 for the year from September 8, 2010 through September 8, 2011 in 24 payments of \$10,335.96

The increases each year from September 8, 2008 through September 8, 2011 represent an approximate five percent (5%) increase.

In the event Contractor performs more than 350 cases (as per the National Association of Medical Examiners Standards) per one-year period (September 8th through September 8th), then Contractor is entitled to be additionally compensated at Nine Hundred Dollars (\$900.00) per each full autopsy.

All County payments shall be made upon Contractor's submittal to the County of an invoice. Payments shall be made no later than fifteen (15) days after date of submission of an invoice. Invoices are to be submitted on the 1st and 15th days of each calendar month.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE:

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance		\$	
Automobile Liability Insurance		\$	
Workers' Compensation Insurance			
Professional Liability Deductible		\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____