

Pathology services



COUNTY OF LAKE

Request for Proposal (RFP)

for

Pathology Services

Issued: April 19, 2010

By:

Name: Rodney K. Mitchell

Title: Sheriff/Coroner

DUE DATE AND TIME: May 5, 2010 at 3pm

PROPOSAL TITLE: "Pathology services"

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein.

**Mail or Delivery: Lake County Sheriff's Department
P.O. Box 489
1220 Martin Street
Lakeport, CA 95453**

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1. Purpose

The County of Lake is requesting proposals for pathology services. Said proposal shall be in accordance with the objectives, assumptions and requirements specified in the following Scope of Work. Respondents are encouraged to suggest additions or modifications to the Scope of Work that will enhance or clarify the proposal.

2. Background:

The Lake County Sheriff's Department, on behalf of the County of Lake, is the authorized representative for the inquiry into the cause of all deaths that are sudden, unexplained, violent or otherwise as described in GC27491.

3. General Process:

3.1 Registration and Inquiries: Proposers must register with the Department by April 22, 2010 in order to receive any amendments or other communications regarding this RFP. Proposers failing to register assume complete responsibility in the event that amendments or other communications are issued. To register or make inquiries regarding this RFP, contact:

Mary Beth Strong, Administrative Manager

Lake County Sheriff's Department

Lakeport, CA 95453

Telephone: (707) 262-4218

Proposers may contact only the individual identified above and are specifically directed not to contact other Departmental or County personnel for meetings, conferences, or other technical discussions related to the RFP. No questions will be answered by other Departmental or County staff.

Proposer's Conference:

The Department does not intend to hold a proposer's conference for this RFP. However, if the Department deems necessary to hold a conference, all registered proposers will be notified in writing.

3.3 Inquiries/Requests for Additional Information: Fax or email any questions you have, at least ten (10) days prior to proposal opening to the following designated County contact(s):

Name: Mary Beth Strong

Title: Sheriff/Coroner Administrative Manager

Email: mbs@co.lake.ca.us

Fax: 707-262-4220

It is the Proposer's responsibility to assure the fax has been received.

No communication is to be had with any other County employee regarding this Request for Proposal.

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Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have registered.

The Department reserves the right to decline to respond to any questions if, in the assessment of the Department, the information cannot be obtained and shared with all registered proposers in a timely manner.

3.4 Time Table:

Issuance of RFP: April 19, 2010

Questions due: April 26, 2010

RFP submittals due: May 5, 2010

4. **Format and Submission of Proposals**

4.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.

4.2 Proposal Deadline: All Proposals must be received no later than the date and time and at the location specified on the Title page. Proposals received after this time and date will not be considered.

4.3 Proposal Content: Please assemble your Proposal in the following order.

- a. **Cover Letter:** A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.
- b. **Company Profile:** Provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.
- c. **Project Understanding and Approach:** Provide an overview of your understanding of the needs of the department, and understanding of the services to be provided and your approach to the work.
- d. **Scope of Work:** Provide your specific proposal to address the Scope of Work outlined in Section 6 below. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. Include also, a proposed time-line for completing the work. If applicable, describe administrative and fiscal management of the program, personnel policies and expected use of subcontractors.
- e. **Pricing:** Your proposal shall include costs based on the scope of work, along with the firm's policies on expense charges. Using the rate schedule, provide breakdown of the cost proposal, allocated by position and task. (See attached documentation)

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

Finally, provide a general description of your firm's preferred approach to contracting for your services, including your preferred contract type and compensation schedule.

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- f. **Distinguishing Features:** Highlight the main features that distinguish your company from your competition relative to this solicitation.
 - g. **Deviations:** State on a point-by-point basis, any proposed deviations from full compliance with the requirements described throughout this RFP. You must cite the paragraph number or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations may be considered, provided that you submit adequate explanation and justification for any proposed. If none, please so state.
 - h. **References:** Provide a minimum of three references wherein you have provided like services in the last 24 months. Each reference to include company name, address, telephone number, and contact.
- 4.4 **Proposal Submission:** Submit to the appropriate location specified on the Title Page (either by mail or delivery), seven (7) complete copies of your Proposal in a sealed package, clearly marked on the outside with your company name and return address, the RFP Title and the due date. Faxed proposals will not be considered.

5. Evaluation Process

- 5.1 **Evaluation Panel:** Proposals may be evaluated by a panel of current County employees and members of the public. The sole purpose in the evaluation process is to determine which one serves the County's best interest. The panel's recommendation will be submitted to the Board of Supervisors, or its designee, for consideration. Any final analysis or weighted point score (if any) does not imply that one Respondent is superior to another, but simply that in the panel's judgment, the Respondent selected appears to offer the best overall solution for the County's current and anticipated needs.
- 5.2 **Investigation:** Submittal of a proposal authorizes us to investigate without limitation the background and current performance of your company and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a proposal or to cancellation of any resulting Contract.
- 5.3 **Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.4 **Award Criteria:** Proposals will be evaluated in relation to all aspects of this Request. Nevertheless, additional weight will be given to the following criteria:
 - a. Your responsiveness to this RFP.
 - b. Your previous performance in providing said service.
 - c. Our perception of your understanding of our objectives and our desired products and ability to provide quality assurance, as evidenced by your Proposal, and possibly by interviews with you.
 - d. Evaluation of cost in relationship to the foregoing criteria.

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6 Scope of Work:

Proposer will use whatever means necessary to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise as described in GC27491. The Proposer shall be a physician licensed to provide pathology services, including performing autopsies and recommending or ordering toxicological, microscopic, and/or other clinical examinations as may be necessary, and to advise and assist the Sheriff/Coroner in determining the cause of death pursuant to GC 27401.

Responsive proposals shall include the following information:

- Proposer shall include costs for travel time and fuel surcharges if applicable.
- Proposer shall specify when autopsies will be provided, ie: Monday thru Friday from 8am to 5pm.
- Proposer shall commit to performing requested autopsies not more than _____ days from the time the request for service is made, absent holidays, vacations, and other unforeseeably delays.

The County reserves the right to retain independent contractors to perform special services under GC31000.

Proposal shall include a breakdown of any costs associated with the above items.
(See existing contract as an example)

7 Standard RFP Terms and Conditions

By your submission of a proposal, you agree to be bound by the following conditions:

- 7.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County's and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 7.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.
- 7.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.
- 7.4 Disposition of Proposal(s) and Contract Award:
 - a. All proposals shall become the property of Lake County.
 - b. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
 - c. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the

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- County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.
- d. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
 - e. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
 - f. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.
- 7.5. Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.
- 7.6. Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.
- 7.7. Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.
- 7.8. It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.
- 7.9. Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification.

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Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

- 7.10. Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.
- 7.11. Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions, which can be reviewed in the attached contract.
- 7.12. Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.
- 7.13. Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects..
- 7.14. This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.
- 7.15. The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

SEVENTH AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF LAKE
AND ██████████ M.D. FOR PATHOLOGY SERVICES

This amendment to Agreement is made this 14th day of
July, 2009, by and between the County of Lake
(hereinafter referred to as "COUNTY") and ██████████
M.D. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an
Agreement for pathology services on March 4, 1997; and

WHEREAS, COUNTY and CONTRACTOR entered into
Amendments to said Agreement on April 28, 1998, March 6,
2001, May 7, 2002, May 20, 2003, May 11, 2004 and November
7, 2006;

WHEREAS, it is necessary to amend said amended
contract to increase certain portions of the compensation
paid to the CONTRACTOR for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subparagraph B. of paragraph 2. of the March 4, 1997
Contract for Pathology Services between the parties hereto
shall be amended to read as follows:

"B. Except as otherwise specifically provided in this
Agreement, for services rendered under this
Agreement, other than testimony in court,
Contractor shall be paid as follows:

Autopsy to be performed in Lakeport:	\$1,000.00
Autopsy to be performed in Lower Lake:	1,300.00
External Examinations only-deduct:	100.00
Perform microscopic exam	200.00
(plus cost of slide preparation)	
Processing costs for toxicology:	25.00
Central Nervous System Examination:	145.00
SIDS Surcharge:	363.00
Consultations: \$200 per 1/2 hour, billed in 1/2 hour increments, 1/2 hour minimum"	

2. Subparagraph C. of paragraph 2. of the March 4, 1997
Contract for Pathology Services between the parties hereto
shall be amended to read as follows:

Amendment #7

"C. Homicides: \$1,500 per prosecution. If micros and toxicology are necessary for COD, these will be added in, according to above schedule
Testimony: (Civil or Criminal) \$500 per hour billed in 1/2 hour increments, 1/2 hour minimum

Pre-Trial Conference: \$230 per 1/2 hour billed in 1/2 hour increments, 1/2 hour minimum

Research: \$200.00 per 1/2 hour billed in 1/2 hour increments, 1/2 hour minimum

Waiting Time: \$90.75 per 1/2 hour billed in 1/2 hour increments, 1/2 hour minimum

Travel Time: \$90.75 per 1/2 hour billed in 1/2 hour increments, 1/2 hour minimum"

Fuel Supplement: \$302 per month, billed once per month

Except as specifically modified herein, all other terms and provisions of the March 4, 1997 Agreement shall remain in full force and effect.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

CONTRACTOR

[Signature]
Chair, Board of Supervisors

[Redacted Signature]

ATTEST: KELLY F. COX
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
Anita Grant
County Counsel

By: [Signature]

By: [Signature]

The within instrument is a correct copy of the Document on file in this office.

ATTEST: 07-14-2009



KELLY F. COX
Clerk of the Board of Supervisors of
the State of California in and for the
County of Lake.

By: [Signature]



CONTRACT FOR PATHOLOGY SERVICES

This Agreement is made and entered into this 4th day of March, 1997, by and between the County of Lake, hereinafter called the "COUNTY", and [REDACTED] M.D., hereinafter called "CONTRACTOR".

RECITALS

WHEREAS, the Sheriff-Coroner is required by Government Code Section 27491 to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise as described in that statute; and

WHEREAS, County requires the services of a licensed physician to provide pathology services, including performing autopsies, and recommending or ordering toxicological, microscopic, and/or other clinical examinations as may be necessary, and to advise and to assist the Sheriff-Coroner in determining the cause of death pursuant to Government Code Section 27401; and

WHEREAS, pursuant to Government Code Section 31000 the County may retain independent contractors to perform special services to or for County or any department thereof; and

WHEREAS, Contractor is willing and able to perform the duties and render the services as more specifically outlined elsewhere in this Agreement; and

WHEREAS, County desires to retain Contractor to perform such services.

NOW THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR'S RESPONSIBILITIES

- A. Contractor agrees to the performance of work, duties, and obligations devolving upon him. Under this Agreement, it is mutually understood and agreed that Contractor will at all times be acting and performing as an independent contractor, exercising the skill and judgement commensurate with his training, experience and licensure as a physician.
- B. County shall have no right to control, supervise or direct the methods by which Contractor or any physician under his direction shall perform his duties or functions.
- C. Contractor and County shall also comply with all applicable provisions of law and the rules, and regulations, if any, of governmental authorities having jurisdiction over such matters, relating to

licensure and regulations of physicians and hospitals.

- D. Contractor agrees that he will at all times perform his duties to the best of his ability and in accordance with the highest scientific, professional, and ethical standards of his profession, and at all times will act within the policies, rules, and regulations of the County, the State of California, and state and local statutes and administrative regulations relating to pathology.
- E. Contractor shall be reasonably available by telephone and have the capacity to be physically present within a reasonable period of time at the request of the Sheriff-Coroner. Contractor shall be paid at the rate for testifying as an expert witness in criminal cases for such purposes. Time for scene investigation is calculated door to door.
- F. Contractor shall perform or cause to be performed autopsies as requested by the Sheriff-Coroner or his designee in those cases which in the circumstances set forth in the relevant provisions of the California Penal Code, Health and Safety Code and Government Code are determined by the Sheriff-Coroner to be necessary and appropriate.

The extent of the examination shall be determined by Contractor and when necessary may include microscopic/histological examinations. Contractor will also perform external examinations and be available for consultation when needed.

Contractor will not provide toxicological or other laboratory examinations, but will, at the expense of County, recommend and order toxicological or other clinical examinations, including imaging studies, when Contractor believes appropriate or upon the request of the Sheriff-Coroner or his designee.

- G. Contractor will, at the request of the Sheriff-Coroner or his designee, examine medical records, medical history, and/or view a body to ascertain the probable cause of death or to advise the Sheriff-Coroner or his designee concerning the necessity for an autopsy and otherwise shall be available for consultation as needed.
- H. Contractor will, at the request of the Sheriff-Coroner or his designee, consult with private

medical doctors to assist in determining whether specific cases require a Coroner's Inquiry pursuant to Government Code Section 27491.

- I. Contractor will attend and testify at court proceedings as may be required by law when requested or subpoenaed in connection with any civil or criminal case arising out of a death in which Contractor has conducted an examination.

Any individual or entity, other than County or a County employee, who subpoenas Contractor shall be responsible for Contractor's fee, which shall be negotiated between Contractor and the proponent of the subpoena.

- J. Upon the request of the Sheriff-Coroner and with his authorization, Contractor will, during an autopsy, explain procedures and respond to questions of Sheriff's personnel or other parties authorized by the Sheriff to be involved in the investigation of a case. Should the Sheriff authorize non-law enforcement personnel to view any such autopsy, any fee that Contractor may charge for answering questions or making explanations for such non-law enforcement personnel shall be paid by the private party benefiting therefrom.

At the sole discretion of Contractor, and as may be allowed by law, Contractor may provide medical training during autopsies, provided that it does not interfere with the duties of the Sheriff-Coroner. Any fee that Contractor may charge for such instruction shall be paid by the private party benefiting therefrom.

- K. Contractor shall perform Sudden Infant Death Syndrome (SIDS) procedures necessary to comply with Government Code Section 27491.41 and other laws and regulations as may apply to post mortem examination in such cases.
- L. From time to time, the Sheriff-Coroner may request Contractor to view the body or bodies at the scene of death and/or perform other investigative services. The fee for such services shall be paid from door to door as if the time was spent by Contractor testifying as an expert in a criminal case as set forth elsewhere in this Agreement.
- M. Contractor shall prepare and deliver to the Sheriff-Coroner at Contractor's expense a final Coroner's report within ten working

days after each autopsy examination. Such typewritten reports shall conform to the customary standard for such reports, and shall include:

- (1.) Name of deceased, including all identifying information and applicable coroner's case number so far as each may be known to Contractor
- (2.) Date and time of autopsy.
- (3.) External examination of decedent and findings.
- (4.) Internal examination of the decedent and findings.
- (5.) Description of the results of the autopsy and determination of the probable cause of death.
- (6.) Signature of Contractor or other pathologist licensed to practice by the State of California who may have performed any duty of Contractor at Contractor's request under any provision of this Agreement.

Should Contractor be unable to provide a final report within ten working days because of circumstances beyond his control, Contractor shall submit a preliminary report within ten working days, followed by a final report within five working days after the receipt of the lab results or other information, the unavailability of which had been the cause of the delay.

- N. In the event of Contractor's death, illness or long-term incapacity, Contractor or Contractor's representative shall notify County of such death, illness or incapacity.

2. COUNTY'S RESPONSIBILITIES

- A. County will furnish to Contractor the necessary facilities to perform the services contemplated by this Agreement. Contractor will provide the storage space for all clinical and pathological specimens which result from each autopsy.

Contractor will supply his own surgical instruments, and his own transportation to and from the facilities provided by County and to designated scenes of death, unless requested to ride with law enforcement personnel.

- B. Except as otherwise specifically provided in this Agreement, for services rendered under this Agreement, other than testimony in court, Contractor shall be paid as follows:

Perform Autopsy:

Autopsy to be performed in Lakeport: \$525.00

Autopsy to be performed in Lower Lake: \$550.00

External examinations only-deduct: \$70.00

Perform Microscopic Examination: \$175.00

Central Nervous System Examination: \$95.00

SIDS Surcharge: \$300.00

Consultations: \$75.00 per 1/2 hour with 1/2 hour minimum

- C. When requested to testify as an expert witness by County or County employees, such testimony shall be paid at the following rates:

Testimony-Civil Case: \$250.00 per hour
(1/2 minimum)

Criminal case: \$140.00 per hour or as stipulated by court (1/2 hour minimum)

Waiting time: \$50.00 per hour (1/2 hour minimum)

Pre-trial Conference: \$75.00 per 1/2 hour or part thereof

Research: \$75.00 per 1/2 hour or part thereof

- D. This Agreement is "exclusive" in that County will not contract with another physician or physicians group for the provision of pathology services, except for deaths resulting from homicide, that are covered by this Agreement. Should County need

to make arrangements for such services, County shall receive written permission from Contractor in advance of making such arrangements.

- E. County shall make every effort to pay Contractor within fifteen days after receipt of Contractor's itemized bill.

3. TERM

- A. This Agreement shall be for the term commencing March 4, 1997 through June 30, 1997 unless earlier terminated as provided in this Agreement. Thereafter, this Agreement shall be renewed automatically upon the same terms and conditions unless modified as provided in this Agreement.

4. TERMINATION

This Agreement may be terminated as follows:

- A. By mutual consent of the parties; or
- B. By either party upon ninety (90) days written notice to the other.

5. Insurance

Contractor shall not commence work under this Agreement until he has obtained all the insurance required herein. Contractor agrees that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to County.

Any failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

A. Automobile Liability Insurance.

Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, or leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than Three Hundred Thousand dollars (300,000) combined single limit coverage per occurrence.

B. Professional Liability Insurance.

Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said Insurance shall be written with limits of not less than One million dollars (1,000,000).

6. STANDARD OF CARE

A. Contractor represents that he is duly licensed to practice medicine as a physician and surgeon by the state of California and as such is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted medical practices.

7. INDEMNIFICATION-HOLD HARMLESS

A. Contractor shall indemnify and defend County and its officers, employees and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

8. ASSIGNMENT

A. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County, except that claims for money due to Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of

rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

9. INDEPENDENT CONTRACTOR

- A. It is specifically understood and agreed that in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent, or servant of County.

10. MODIFICATION

- A. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of Contractor and County executed by the Sheriff.

11. NON-DISCRIMINATION IN EMPLOYMENT

- A. In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40).

12. ATTORNEY'S FEES AND COSTS

- A. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

13. INTEREST OF CONTRACTOR

- A. Contractor hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.


14. SEVERABILITY

- A. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. NOTICES

- A. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
255 North Forbes St.
Lakeport, California 95453



16. ADDITIONAL PROVISIONS

- A. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supercedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

