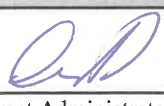




County of Solano Contract Review Worksheet

Contract Number:
(Dept., Division, FY, ##)
Authority:
☐ Dept Head Execute
CAO Execute
☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: Sheriff's Office		2. Date: 5/7/2024	
3. Contract Administrator: Angela Donovan		4. Phone Ext: 7012	
5. Contract Attributes: ☒ Expenditure ☐ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☒ Amendment/Change Order Amendment/Change Order Number: 2 Contract No: Date: / / / Please attach copies of original/amendments.	
6. Description of Contract: Forensic pathology services for the Sheriff's Coroner Office			
7. Name of Contractor: JIEMIN ZHOU, M.D.		8. EIN - SSN -	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement:			
Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship:			
10. Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship:			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above.			
12. Effective Date: Original Contract: 07/01/2023 This amendment: 7 / 01 / 2024		13. Termination Date: 6/30/2024 By this amendment: 6 / 30 / 2026	
14. Contract Budget: Original Contract Amount: \$ 75,000 Total of Previous Amendments: \$ 15,000 Current Amendment: \$ 400,000 Total Amount of Contract \$ 490,000		15. Payment Terms: ☐ Prepaid ☒ Arrears ☐ Fixed ☒ Actual ☐ Estimate ☒ Monthly ☐ Quarterly ☐ Progress ☐ Other	
16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☒ County Specify: _____ Fed Catalog No: . State Legislation: AB/SB			
17. Fund: 900 Budget Unit: 6577 Sub-object: 2250		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 6/25/2024			
20. Remarks Please review contract as to form. Contact Angela Donovan and she will retrieve X 7012			
21. Signature Route: Angela Donovan  Department Contract Administrator N/A HR Analyst (for Contract Employees) or Risk Mgmt (for insurance changes) if applicable		 County Counsel Tami Jenkins CAO Analyst	
5/7/24 Dated		5/7/24 Dated	
6/17/2024 Dated			



**SECOND AMENDMENT TO THE STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND JIEMIN ZHOU, M.D.**

This Second Amendment is made on June 30, 2024 between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and JIEMIN ZHOU, M.D. ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2023 (the "Contract"), as amended by the First Amendment, dated February 6, 2024, to provide forensic pathology services to the Sheriff's Office.

B. The County now needs to increase the amount of the Contract, adjust the Payment Provisions and extend the term to allow for continued services.

C. This Second Amendment represents an increase of \$400,000 to the Contract and a two-year extension.

D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Term of the Contract

Section 2 of the Standard Contract is deleted in its entirety and replaced with:
The Term of this Contract is: July 1, 2023 through June 30, 2026

B. Amount of Contract

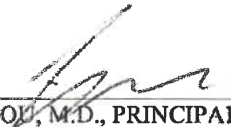
Section 3 of the Standard Contract is amended as follows:
The maximum amount of the Contract is: \$490,000

C. Payment Provisions

Section 1. TOTAL COMPENSATION, of Exhibit B, is amended to delete the following sentence in its entirety: "Contract expenditures are limited to less than \$75,000 in any one fiscal year (July 1 through June 30)."

3. Effectiveness of Contract

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

JIEMIN ZHOU, M.D.	COUNTY OF SOLANO
By  _____ JIEMIN ZHOU, M.D., PRINCIPAL	By  _____ William Emlen (Jun 26, 2024 10:53 PDT) BILL EMLen COUNTY ADMINISTRATOR Approved as to Form: By  _____ COUNTY COUNSEL



**FIRST AMENDMENT TO THE STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND JIEMIN ZHOU, M.D.**

This First Amendment is made on February 6, 2024, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and JIEMIN ZHOU, M.D. ("Contractor").

1. Recitals

A. The parties entered into a contract dated July 1, 2023 (the "Contract"), in which the Contractor agreed to provide forensic pathology services to the Sheriff's Office.

B. The County now needs to increase the amount of the Contract to allow for continued services through June 30, 2024.

C. This First Amendment represents an increase of \$15,000 to the Contract.

D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 of the Standard Contract is amended as follows:

The maximum amount of the Contract is: \$90,000.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

JIEMIN ZHOU, M.D.	COUNTY OF SOLANO
By  _____ JIEMIN ZHOU, M.D., PRINCIPAL	By  _____ William Emlen (Feb 9, 2024 08:23 PST) BILL EMLen COUNTY ADMINISTRATOR By  _____ COUNTY COUNSEL Approved as to Form:



County of Solano Standard Contract

CONTRACT NUMBER:

BUDGET ACCOUNT:
6577

SUBJECT ACCOUNT:
2250

I. This Contract is entered into between the County of Solano and the Contractor named below:

JIEMIN ZHOU, M.D.

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2023 through June 30, 2024

3. The maximum amount of this Contract is:

\$75,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A - Scope of Work

Exhibit B - Payment Provisions

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

This Contract is made on July 1, 2023.

CONTRACTOR	COUNTY OF SOLANO
JIEMIN ZHOU, M.D.	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	COUNTY ADMINISTRATOR
SIGNATURE	TITLE
JIEMIN ZHOU, M.D.	530 UNION AVENUE, SUITE 100
PRINTED NAME	ADDRESS
PRINCIPAL	FAIRFIELD CA 94533
TITLE	CITY STATE ZIP CODE
3630 DUCKHORN DRIVE, #2015	Approved as to Content: 
ADDRESS	DEPARTMENT HEAD OR DESIGNATE 
SACRAMENTO, CA 95834	Approved as to Form: 
CITY STATE ZIP CODE	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. When called upon, provide forensic pathology services required by the County in the performance of the Solano County Sheriff - Coroner's (Coroner) duties as enumerated in the Government Code section 27460 et al. Contractor shall provide such services in a professional manner and 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. Such services shall include without limitation the following:
 - A. Medical History Review
Contractor shall review medical histories, reports, and investigative information in natural death cases to determine if an autopsy or examination is necessary.
 - B. Identification
Contractor shall confirm decedent's identity by personally observing the information on the decedent's identification tags prior to commencing any autopsy or examination.
 - C. Autopsy
In accordance with Government Code section 27491, Contractor shall perform external examinations, medical record review, and autopsies of decedents in cases of death which the Coroner is required by law to conduct an inquiry into the cause and manner of death. After consultation with the Coroner, Contractor shall determine whether a post-mortem examination will satisfy the County's legal obligation or whether an autopsy is required. An autopsy may include gross dissection, microscopic examination, neuropathology examination, and/or toxicological examination.
 - D. Histology
Contractor shall oversee the processing of autopsy tissues into blocks and slides with routine and special stains to ensure accurate diagnoses, when deemed necessary to arrive at cause of death. Blocks, slides, and tissues are and shall remain property of the County.
 - E. X-Rays
Contractor shall review x-rays and shall instruct additional x-rays to be taken of the decedent if warranted.
 - F. Chemical Tests
Contractor shall take blood, urine, and other samples from the body of the deceased when required by law or when requested by the Coroner for the purpose of submitting the sample for toxicology testing. Samples must be submitted to the County for submission to the County's approved laboratory within 10 business days.
2. Perform forensic pathology services on mutually agreed upon days and during regular business hours of 8:00 a.m. to 5:00 p.m., excluding County holidays. Notwithstanding the preceding sentence, under special circumstances, including high profile cases and/or a high volume of decedents, Contractor may work non-scheduled days, evenings, weekends, and holidays, subject to availability.
3. At the mutual agreement of the parties provide assistance over the phone including on-call consultation services during non-business hours including evenings, weekends, and holidays to perform administrative and medico-legal services as required. Notwithstanding emergencies, response should be immediate, but in no event should the response occur more than three hours after the request for service.

4. Consult with County and various third parties when appropriate, including, but not limited to, Coroner, Coroner's investigators, toxicologists, criminologists, law enforcement investigators, District Attorney staff, Public Defender staff, and medical specialists.
5. Provide written reports for all autopsies, medical examinations, and medical histories in a timely manner. Reports shall indicate those in attendance during autopsy or examination, include descriptions of external, internal, and microscopic examinations, and shall include a well-defined cause of death.
 - A. Contractor shall complete and provide the Coroner with a preliminary cause of death immediately after completing an autopsy or examination, but in no event more than 5 calendar days after date of autopsy.
 - B. Contractor shall provide the Coroner with a final/revised cause of death within 10 business days after Contractor's receipt of final toxicology, histology and neuropath results.
 - C. Contractor shall complete and provide Coroner with a final autopsy report within 20 business days after Contractor's submission of the final/revised cause of death or receipt of transcribed dictation, whichever occurs later.
 - D. In the event of a criminal case, Contractor shall make every effort to provide the final/revised cause of death and final autopsy report in an accelerated manner.
6. Indicate the cause of death in conformity with the facts ascertained from inquiry, autopsy and other scientific findings when appropriate; or within accepted medical practice and within the requirements for accuracy prescribed by the Division of Vital Statistics of the State Department of Health Services, indicate the correct medical cause of death from statements of relatives, treating physician, persons in last attendance, or persons present at the time of death.
7. Provide witness testimony when subpoenaed in civil actions or proceedings to which the County or any of its officers or agencies is a party, or in criminal actions or proceedings where the testimony concerns an autopsy that has been performed by Contractor under this Contract. This provision survives the expiration or termination of this Contract.
8. Accept Notices at the following email address: JIEMIN.ZHOU.MD@GMAIL.COM

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Perform all requirements of the Coroner as set forth in Government Code section 27460 et al.
2. Make available all reports and other documents.
3. Provide Contractor with adequate facilities for Contractor to fulfill its responsibilities, including suitable space to perform autopsies. County will also provide enclosed office space and furniture in an area of the Facility.
4. Provide Contractor with all forensic equipment and disposable or cleanable items necessary for Contractor to fulfill his responsibilities including, but not limited to, instruments, containers, preservatives, slides, gloves, protective eye wear, and aprons.
5. Provide a qualified autopsy assistant (Forensic Technician) to do preparatory work and assist Contractor in performing autopsies, including, but not limited to the following:
 - Remove deceased body from the body bag.
 - Fingerprint decedent to confirm decedent's identification.

- Remove all clothing and property from decedent, package for storage, document clothing and other personal property, and place in storage.
- X-ray decedent's body.
- Physically roll the deceased body back and forth to properly position the body.
- Clean and maintain autopsy room in clean and orderly manner.
- Sterilize instruments and equipment.
- Assist in autopsy and examination procedures to include use of saws, scalpels, and assorted cutting instruments to open cranium or thoracic abdominal cavities, and excise and dissect internal organs and specimens.
- Remove tissue from decedent to obtain samples.
- Secure and label all samples and specimens, and package for delivery to third party-laboratories.
- Assist with transcribing and completing reports.
- Other clerical duties as assigned to include maintaining log of morgue activities.

Although under the general direction of Contractor, the Forensic Technician is a County employee receiving County supervision and subject to County disciplinary procedures.

6. Make available toxicology, histology and neuropathology services to Contractor to aid her in the performance of her obligations under this Contract.
7. Make available transcription services to Contractor to aid her in the performance of Contractor's obligations under this Contract.
8. Provide temperature-controlled refrigerated storage for samples and specimens. County shall maintain an inventory system to track and account for all samples and specimens.
9. Conduct death investigations to include, but not limited to, gathering information and evidence, photographing death scene, interviewing witnesses and relatives, and producing an investigation report.
10. Secure all personal effects, valuables, and property of the deceased at the scene of death and safeguard, inventory, and store them until they can be disposed of in accordance with applicable state regulations.
11. Transport bodies of the deceased from crime scene or place of death to the Coroner's office.
12. When applicable, notify the law enforcement agency having jurisdiction over the criminal investigation.
13. Provide Contractor with current applicable County and/or department policy and procedures.

EXHIBIT B
PAYMENT PROVISIONS

1. TOTAL COMPENSATION

Maximum compensation for forensic pathology services shall not exceed the amount in section 3 of the Standard Contract. Compensation shall include payment for services rendered in accordance with Exhibit A at the following rates:

RATES		
<u>Service Description</u>		
Routine Autopsy	\$1,700.00	per occurrence
Infant Autopsy with SID Protocol	\$2,000.00	per occurrence
Homicide Autopsy	\$2,000.00	per occurrence
Partial Autopsy – Head Only	\$1,150.00	per occurrence
External Examination	\$600.00	per occurrence
Medical Record Review	\$400.00	per occurrent

For providing witness testimony, Contractor shall be paid by the agency issuing the subpoena or otherwise requesting the testimony. Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than that which is set forth in this Exhibit B.

The Contractor is not guaranteed to be paid the maximum compensation during the term of this Contract, or during any extension periods, as the County makes no specific guarantee of a minimum or maximum number of autopsies, examinations, or reviews that shall be required. Contract expenditures are limited to less than \$75,000 in any one fiscal year (July 1 through June 30).

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay in arrears for fees incurred the prior month, up to the maximum amount provided for on the Standard Contract. Contractor shall submit monthly invoices on or before the tenth calendar day of each subsequent month to ensure timely payment and that County expenditures are recorded in the proper period. Invoice shall include a company logo, invoice date, invoice number, description of service, date of service, and appropriate charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability or Malpractice insurance coverage.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|----------------------------|---|---|
| (1) General Liability: | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers,

officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above-described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. INTENTIONALLY BLANK

I. INTENTIONALLY BLANK

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default

requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify and hold harmless the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, to the extent caused directly or indirectly by Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. County will indemnify and hold harmless Contractor from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, to the extent caused directly or indirectly by County's operations or from any persons directly or indirectly employed by, or acting as agent for, County, excepting the sole negligence or willful misconduct of Contractor. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. Intentionally blank

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Intentionally blank

C. Intentionally blank.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County may inspect and/or audit Contractor's performance and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. INTENTIONALLY BLANK

33. INTENTIONALLY BLANK

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. Intentionally blank

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that

all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

County reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five years, provided that County notifies Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date.

2. SUDDEN INFANT DEATH SYNDROME

Sudden Infant Death Syndrome means the sudden death of an infant is unexpected by the infant's medical history and where a thorough post-mortem examination fails to demonstrate an adequate cause of death. Pursuant to California Government Code section 27491.41, unless the attending physician certifies the cause of death as sudden infant death syndrome, Contractor shall, upon Coroner's request, perform an autopsy within 24 hours, or as soon thereafter as feasible, Contractor shall conduct the autopsy in conformity to a standardized protocol developed by the State Department of Health Services and certify the cause of death. The protocol is exempt from the procedural requirements pertaining to the adoption of administrative rules and regulations.

3. CERTIFICATE OF RELIGIOUS BELIEF

Pursuant to California Government Code section 27491.43, in any case in which the County has received a certificate of religious belief executed by the decedent or has been informed by a relative or friend of the decedent that a certificate was executed, Contractor shall not perform an autopsy, dissection, or removal of any tissues, glands, organs, or fluids for 48 hours, to allow for the certificate to be produced. Notwithstanding the preceding sentence, Contractor, with Coroner approval, may perform an autopsy or any other procedure if she has a reasonable suspicion that the death was caused by the criminal act of another or by a disease constituting a public health hazard.

4. PRIVATE AUTOPSIES

Pursuant to California Government Code section 27520, when the County determines that an autopsy is unnecessary but the family or legal next-of-kin of a decedent requests that the County perform an autopsy, Contractor shall perform the autopsy when directed by the Coroner. The County shall bill the family or legal next-of-kin and retain any monies received.

Contractor shall not perform a private autopsy on a decedent that the County of Solano has jurisdiction over. Contractor shall not solicit of decedent's relatives or third parties to perform a private autopsy. This provision in no way limits Contractor from conducting private autopsies on decedents where another county has jurisdiction.

5. ADDITIONAL CONTRACTOR REQUIREMENTS

A. Compliance

Contractor shall abide by and comply with all State and Federal statutes and regulations, including but not limited to, applicable provisions of the California Government Code, California Civil Code, California Health and Safety Code, California Penal Code, and California Welfare and Institutions Code. Additionally, Contractor shall abide by and comply with policies and procedures of the Sheriff-Coroner's office and in the Coroner's Procedures Manual.

B. Medical Examiner Standards

Contractor shall abide by and comply with the National Association of Medical Examiners' Forensic Autopsy Performance Standards which cover medico-legal death investigation, forensic autopsies, identification, external examinations, internal examinations, ancillary tests, support services, documentation, and reports.

C. Meetings: Contractor shall be available for daily case triage and review as needed. Contractor shall also attend mutually agreed upon meetings, conferences, conference calls, and trainings.

D. Emergency Plan

(1) Plan Updates. Assist County in updating its Facility emergency plan for continued forensic pathology services in the event of an unusual occurrence (e.g., concerted labor actions including strikes, riots, extended power failures or equipment breakdowns) or natural disaster (e.g., earthquake, flood, or fire). It cannot be assumed that Contractor will be expected to provide services under any circumstances as the severity of the disruption/emergency may make service impossible. The plan will undergo annual review with the Coroner.

(2) Contractor Response. In the event of a natural or man-made disaster, Contractor may assist with and direct/coordinate body identification.

E. Qualifications

Contractor shall maintain certification, education and experience requirements that are consistent with the community standard.

F. Professional Attire

Contractor shall comply with professional attire standards at all times while on duty.

6. ADDITIONAL CONTRACTOR WARRANTIES

A. Licensure, Certification and Registration

Contractor represents that Contractor is certified in forensic pathology by the American Board of Pathology and further warrants that Contractor is in good standing with the Board. Copies of appropriate credentials shall be on file at the Coroner's office where they are available for review.

B. Contractor warrants that Contractor is not working full time for another entity.

C. Coroner Office Rules and Regulations

Contractor warrants that Contractor has read and understands County's policy and procedures related to the Coroner's office and agrees to abide by all applicable rules and regulations.

D. Upon termination for any reason, all records associated with this contract will be turned over to Solano County Sheriff's Office.

7. SPECIAL RESPONSIBILITIES OF CONTRACTOR

A. Records and Information Requests

Contractor shall assist County in maintaining complete forensic pathology records which, at a minimum, shall include all required forms, authorizations, diagrams, reports and other documents that comprise the decedent's file. The records shall conform to industry standards, substantiate the determined cause of death, and be retained in accordance with County policy. All forensic pathology records shall be the property of the County, and as such, the County shall be responsible for response to all requests for information.

B. Training

Contractor is encouraged to participate in County-sponsored training or workshops recommended by Coroner (e.g., Ethics for Employees, Sexual Harassment, and Customer Service).

C. Monitoring

Contractor shall monitor the forensic technician and any other Sheriff staff that provide assistance during autopsies and shall review all transcriptions provided by Sheriff's staff.

D. Policy and Procedures

Contractor may assist County in establishing and/or updating its policies and procedures.

8. PUBLIC STATEMENTS

Contractor may not make public statements related to the Coroner's operations including, but not limited to, crime scene information, cause of death, or other case information without first consulting with County. County shall initiate all press releases.

9. ERRORS AND OMISSIONS

All reports, files, and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by Contractor prior to submission to County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files, and other written documents, the reports, files, or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files, or other written documents after County approval, County approval shall not be used as a defense by Contractor in any action between the County, Contractor, or a third party.

10. CONTRACT MONITORING

County and Contractor shall meet periodically, on mutually agreed upon dates and times, to review services provided in relation to scope of Contract.

11. INGRESS AND EGRESS

Contractor shall enter and exit the Coroner's office building using an access badge provided by County.

12. CLEARANCE REQUIREMENTS

- A. While inside the Coroner's office, Contractor will wear an authorized identification badge provided by County that includes a photo in a visible manner. Failure to display ID badge may be a cause to deny access to the Facility.
- B. Contractor suspected of being under the influence of alcoholic beverages or drugs will be denied access to the Facility.
- C. Items prohibited from being brought into the Facility include, but are not limited to, weapons, alcoholic beverages, or illegal drugs.

13. TELEPHONE, FACSIMILE AND INTERNET ACCESS

County will provide Contractor with access to a telephone, a facsimile machine, a desktop computer, and a Wi-Fi hotspot. The desktop computer and Wi-Fi hotspot will allow for internet access through the County's network. Contractor shall adhere to County policy governing employee use of the internet to include inappropriate behavior.

14. EMERGENCY AUTHORITY

In an emergency situation at the Facility, Contractor on premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the Facility grounds.

15. REPORT ACCIDENTS AND UNSAFE CONDITIONS

Contractor shall report any accident or unsafe condition to County immediately as Contractor becomes aware.

16. CHILD/ADULT ABUSE CERTIFICATION

Contractor shall execute the form attached as Attachment D-1 to certify that she has read and understand the requirements of Penal Code section 11166.

17. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for authorized purposes.

18. NOVATION

Notwithstanding section 1 above, unless County provides Contractor with thirty (30) days' written notice otherwise, the term of this Contract will automatically extend from July 1, 2024 through October 31, 2024 to allow for continuation of services and sufficient time to complete a novation or renewal contract. The maximum amount of payment for this extension period is \$25,000, which amount is already included in the maximum Contract price set forth on page one of the Standard Contract and is subject to the availability of funding and apportioned and payable in the same manner as provided in the Contract.

CHILD AND ADULT ABUSE CERTIFICATION

JIEMIN ZHOU, M.D.

Contractor certifies compliance with Penal Code Section 11166 and Welfare and Institutions Code Section 15630 in matters relating to reporting requirements for child abuse and elder abuse, respectively. Contractor will:

1. Establish internal procedures to facilitate reporting, ensure confidentiality, and apprise supervisors and administrators of reports.
2. Inform employees, by means of training or written materials, about all of the following:
 - (a) Significant terms as used and defined in the applicable code sections (e.g., abuse, neglect, mandatory reporters, etc.);
 - (b) Reporting duties are the responsibility of the individual;
 - (c) Reporting requirements are mandatory for mandatory reporters, failure to report and/or willful failure to report may be punishable by fines or imprisonment or both;
Child Abuse
Report the known or reasonably suspected instance of abuse or neglect by telephone immediately or as soon as practically possible, and by written report sent within 36 hours of receiving the information concerning the incident;
Elder Abuse
Report the known or suspected instance of abuse by telephone immediately or as soon as practically possible, and by written report sent within 2 working days;
 - (d) Supervisors and administrators may not impede or inhibit the reporting duties and may not sanction any person for making the report.
3. Provide copies of Penal Code sections 11165.7, 11166 and 11167 and copies of Welfare and Institutions Code sections 15630 – 15632 to the employee.
4. Assert that every employee who works on the proposed contract or grant will sign a statement:
 - (a) That he or she has knowledge of the provisions of Penal Code section 11166 and will comply with those provisions;
 - a. That he or she has knowledge of the provisions of Welfare and Institutions Code section 15630 and will comply with those provisions;
 - b. Informing the employee that he or she is a mandatory reporter and inform the employee of his or her reporting obligations and confidentiality rights as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Contractor Signature

Date

Jiemin Zhou, M.D.

Official's Name (type or print)

PRINCIPAL

Title

Federal Tax ID Number