

Personal Services Agreement

THIS AGREEMENT IS MADE on the later of the dates on which it is signed on behalf of the parties hereto –

– by and between –

County of Lewis, a Washington municipal corporation, by and through the Lewis County Coroner, 585 NW Center Street Chehalis, Washington 98532 ("County");

-and-

Pacific Northwest Forensic Pathologists, P.S., 5813 49th Street Court, W, Tacoma, WA 98487.

1. Definitions. In this Contract the following terms bear the meanings ascribed to each as follows:

a) Personal Services Agreement means this Agreement, and includes any renewal of this Agreement pursuant to the provisions hereof.

b) *Coroner* means the Lewis County Coroner or any of his Deputies.

c) *County* means Lewis County.

d) *Pathologist* means Pacific Northwest Pathologists.

e) *Autopsy* means a complete invasive examination of a decedent involving the removal/examination of internal organs for the purpose of determining cause of death.

f) *External exam* means an external viewing of the decedent that may include the collection of toxicological specimens.

g) *Toxicological specimens* includes blood, urine, and/or other bodily fluids.

h) *Consultations* means consults relating to the Pathologist's work for County which may be conducted via telephone or other means of real-time communication.

i) *Decedent* means a person who has passed away.

2. Duration: The term of this Agreement shall begin on January 1, 2023 at 12:00 AM. Subject to the provisions below regarding early termination, this contract shall be in full force and effect through December 31, 2023 at 11:59 PM.

a) An extension of this Agreement will be considered in June 2023.

b) Early Termination Without Cause: Either party may terminate this Agreement at any time, without cause, by giving thirty (30) days prior written notice thereof to the other party.

c) Early Termination for Cause: In the event that either party fails to perform its obligations pursuant to this Agreement, and fails to cure such defect in performance after written notice

thereof, the party aggrieved by such defective performance may terminate this Agreement forthwith, upon written notice thereof to the other party.

3. Duties of Pathologist: Pathologist shall provide the following services to the County:

- a) Provide consultation as needed on deaths.
- b) Perform full autopsies as needed/appropriate.
- c) Perform external exams as needed/appropriate.
- d) Perform medical records reviews.
- e) Draw toxicological specimens as needed/appropriate.
- f) Provide for histological services and laboratory analysis to be performed as needed/appropriate.
- g) Provide written documentation of procedures, and conclusions within thirty (30) days of the service with the exception of cases that are pending toxicological results.
- h) Maintain current licensing requirements for the State of Washington, including but not limited to license to practice medicine, and provide the County with copies of all licensure.
- i) Maintain general business liability insurance, and professional errors and omissions coverage, as set forth herein below.

4. Duties of the County: The Coroner shall provide pathologist with notice of cases requiring an autopsy.

Autopsies/external examinations:

- a) The County will provide the morgue facilities including the equipment necessary to complete the appropriate exam(s).
- b) Pathologist will make every effort to provide his own contracted forensic assistants to assist during autopsies/exams at his expense. The County will provide staff to work as a forensic assistant if Pathologist is unable to have his contracted assistant(s) available at the cost to the County (County employee).
- c) The County will meet all reasonable accommodations required by Pathologist.

Records consultations:

- a) The County shall provide copies of the records to be reviewed.

5. Payment: Pathologist shall provide invoices to the County within seven (7) days after each service performed. These invoices must be acceptable to the Lewis County Auditor. The invoices shall contain:

- a) The date of the service(s)
- b) The services provided
- c) The remittance address

The County will pay the invoice within thirty (30) days of its receipt. The fee schedule for the services shall be as follows:

- a) Autopsies will be invoiced at the rate of nineteen hundred dollars (\$1900.00).
 - i). \$1100 for the autopsy, \$400 for a transcription fee, and \$400 for transportation costs.
- b) External exams will be invoiced at the rate of one thousand dollars (\$1000.00).
- c) Records consultations will be invoiced at the rate of three hundred and seventy-five dollars (\$375.00) per hour.

6. Indemnity and Defense. To the fullest extent permitted by law, the Pathologist agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Pathologist, its employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. This indemnification obligation of the Pathologist shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. The foregoing indemnification obligations of the Pathologist are a material inducement to County to enter into this Agreement, are reflected in the Pathologist's compensation, and have been mutually negotiated by the parties.

7. Insurance. Without limiting Pathologist's indemnification of County, and prior to commencement of Work, Pathologist shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County:

General Liability Insurance. Pathologist shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate. The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"; and

Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability
- ii) Cross Suits Liability Exclusion

Professional liability (errors & omissions) insurance. Pathologist shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Proof of insurance. Pathologist shall provide certificates of insurance to County as evidence of the insurance coverage required herein. Insurance certificates and endorsement must be approved by County's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Pathologist or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Pathologist hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from any of its subconsultants.

8. Not covered under the contract: Should pathologist be required to provide court or deposition testimony in any legal proceeding arising out of or relating to any autopsy or other work which Pathologist has performed for the County, the County will only be responsible for Pathologist's charges for appearing and testifying if the County issued a subpoena to Pathologist or otherwise requested Pathologist's attendance. In all other instances, Pathologist may charge whoever issues such subpoena or requires such court or deposition testimony.

a) When attendance at legal proceedings is requested/required by the County, Dr. Lacsina shall bill the County Office or Department that issues the subpoena or otherwise requests Pathologist's attendance at said legal proceeding.

9. Entire agreement. This Agreement:

- (a) contains the entire understanding of the parties with respect to the subject matter covered,
- (b) supersedes all prior and contemporaneous understandings, and
- (c) may only be amended in a written instrument signed by the parties.

10. Choice of law and venue. This Agreement is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules). Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Thurston County in Olympia.

11. Survival of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and to their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

12. Notices: Any notice anticipated by or tendered pursuant to this Agreement shall be sent by Certified Mail to a party at its address listed on page 1 hereof. The notice shall be deemed to be received on the third business day following its mailing. Alternatively, a notice may be sent to a party by email to an email address used consistently by that party in communicating with the co-contracting party. Unless the sender receives a notice of non-deliverability, the notice shall be deemed delivered on the day it is sent. However, a notice sent by email after 5:00 p.m. at the recipient's address, or on a Saturday, Sunday, or public holiday, shall be deemed delivered on the next business day.

13. Severability. If any provision of this Agreement is found to be contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

14. Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

15. Assignment and delegation. Neither party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Agreement without the prior express written consent of the other party.

16. *Contra Proferentem* Rule Excluded. This Contract was negotiated and drafted jointly by the parties, and it shall not be construed against either part in case of any dispute.

17. Execution in Counterparts; Submission by Facsimile/Email. This Agreement may be executed in counterparts and a party's signature hereon may be transmitted via email or facsimile and such execution shall be binding.

18. Rules of interpretation.

a) No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this Agreement shall be construed as if jointly prepared by the parties.

b) In this Agreement the singular shall be deemed to embrace the plural and the masculine shall be deemed to embrace the feminine.

19. Status of the Parties. The services rendered by Pathologist pursuant to this Agreement are as an independent contractor.

a) Neither party shall be the employee of the other, whether for purpose arising out of or relating to this Agreement, or otherwise.

b) All persons hired by Pathologist to perform services anticipated by this Agreement shall at all times be its sole and exclusive employees, and in no event shall they or any of them thereby become employees of the County by way of this Agreement.

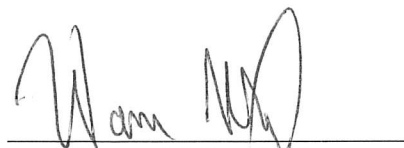
c) At no time and for no purpose shall the County be a co-employer of any employee of Pathologist.

d) Pathologist shall at all times maintain such unemployment insurance and workers' compensation insurance as may be required by Washington law in full force and effect for all of its members principals, and employees who may, from time to time, perform services pursuant to this Agreement.

Signed for and on behalf of each party hereto by its authorized representative on the date inscribed beneath his signature.

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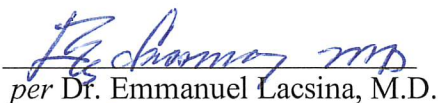
LEWIS COUNTY



per Warren McLeod, Coroner

Date: 12 01, 2022.

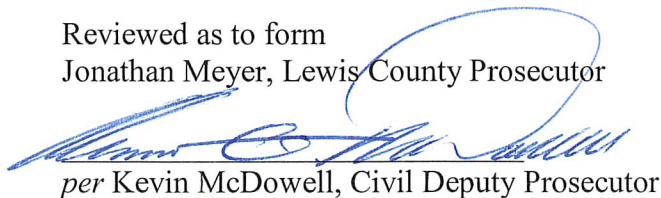
PACIFIC NORTHWEST
PATHOLOGISTS, P. S.



per Dr. Emmanuel Lacsina, M.D.

Date: August 3, 2022.

Reviewed as to form
Jonathan Meyer, Lewis County Prosecutor



per Kevin McDowell, Civil Deputy Prosecutor

Date: July 25, 2022.