

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this Agreement shall be performed at the expense of Contractor and are not compensable under this Agreement unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the material obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the County directly resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to prorated payment through the date of termination.

11.2 Termination for Reduction in Funding:

In the event that funding directly allocated for the Medical Examiner services identified in Exhibit "A" from State, Federal or other sources is withdrawn, reduced, or limited to such an extent that the County deems that the continuation of the program covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to full payment through the end of the calendar year in which termination occurs.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment the Contractor shall be entitled to full payment through the end of the year in which the termination occurs. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this Agreement. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes to the extent of Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any material obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default up to a maximum of the actual loss or damage directly incurred by the County as a result of Contractor's material default, until the Administrative Officer determines that such failure to perform has been cured. Withholding in compliance with the terms of this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform with sufficient specificity to allow Contractor to cure it, and in no case more than 10 days after discovery by the County of the default. A determination of the Administrative Officer set forth with specificity in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid to the extent such amount is equivalent to the actual loss or damage directly incurred by the County as a direct result of Contractor's material default, and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County in compliance with the terms of this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Agreement Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of Contractor's material breach of the provisions of this paragraph

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County. Notwithstanding the foregoing, Contractor may subcontract services to the extent necessary to provide coverage during Contractor's absences, upon notice to the County (but not subject to the County's prior consent).

30.3 No Guarantee of Employment:

The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Agreement and all records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record

provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Subject to the preceding terms and obligations, the County shall release and indemnify the Contractor (and its principals, agents, employees, and representatives) from any and all claims, losses, penalties, or damages arising in connection with the County's negligent disclosure of records under the Act, including records in the custody of the Contractor, and including reasonable attendant attorneys' fees and costs; provided, however, that the Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed by a court of competent jurisdiction to the extent of the Contractor's failure to provide adequate or timely records.

This provision, and the obligations it establishes, shall remain in effect after the expiration of this Agreement.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This Agreement is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after termination of the Agreement, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance:

The Contractor shall agree to the following requirements relating to insurance coverage.

1. Liability Insurance

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state of Washington, with an A.M. Best rating of A/VIII or better and reasonably satisfactory to Owner, such insurance as will protect Contractor and Owner from

claims set forth below, which may arise out of or result from the Contractor's operations under the Agreement, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All reinsurers that may be called upon to support or share in an insurer's obligations specified in connection with insurance required of the Contractor by the Agreement must also have an A.M. Best rating of A/IX or better.

- a. Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which is applicable to Work to be performed as provided for in Exhibit A ("Scope of Work");
- b. Claims for damages, because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by a person as a result of an act or omission directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- g. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - i. Premises operations (including X, C, and U as applicable);
 - ii. Independent Contractor's protective;
 - iii. Products and completed operations;
 - iv. Personal injury liability with employment exclusion deleted;
 - v. Owned, non-owned, and hired motor vehicles;
 - vi. Broad form property damage including completed operations; and
 - vii. Umbrella excess liability.

The insurance required herein shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- a. Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - i. Bodily Injury:
\$1,000,000.00. Each occurrence.
\$2,000,000.00. Annual aggregate.
 - ii. Property Damage:
\$1,000,000.00. Each occurrence.
\$2,000,000.00. Annual aggregate.
 - iii. Products and completed operations to be maintained for three (3) years after final payment.
 - iv. Property Damage Liability Insurance shall provide X, C, or U coverage as applicable.
- b. Professional Liability:
\$1,000,000.00. Each occurrence.
- c. Personal Injury, with employment exclusive deleted:
\$1,000,000.00. Annual aggregate.
- d. Comprehensive Automobile Liability:
 - i. Bodily Injury:
\$1,000,000.00. Each person.
\$1,000,000.00. Each occurrence.
- e. Umbrella Excess Liability:
\$10,000,000.00. Over primary insurance.
\$50,000.00. Retention for self-insured hazards each occurrence.
- f. WA Stop Gap Liability
\$1,000,000.00. Each occurrence.

Certificates of Insurance and Endorsements acceptable to the County shall be filed with the County prior to commencement of the Work. These Certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be reduced, canceled, or allowed to expire until at least 30 days' prior written notice has been given to the County. The County shall be included as an additional insured on all such policies. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The Contractor shall furnish one (1) copy of

certificates of insurance herein required. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

2. Workers' Compensation

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation insurance for all its employees engaged in Work under or pursuant to this Agreement who are required to be so covered by the laws of the state in which the Contractor's employees are working, and in case any work is sublet, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor. Coverage for Contractor's employees must be afforded on a reciprocal basis when the employees are working in the State of Washington.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and defend the County and its departments, elected and appointed officials, employees, agents and volunteers, 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, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with the provision Medical Examiner of services under this Agreement or 3) are based upon the Contractor's or its subcontractors' negligent use of, presence upon, or proximity to the property of the County. Notwithstanding the foregoing, this indemnification obligation of the Contractor shall not apply to the extent of the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of concurrent Negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein. The parties specifically agree that this Agreement is for the benefit of the parties only and this Agreement shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this Agreement, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this Agreement.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the

grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this Agreement according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Insert here: Tawni Helms, Administrative Coordinator
 Whatcom County Executive Office
 311 Grand Avenue, Suite 108
 Bellingham, WA 98225

37.2 Notice:

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To: Hunt Forensics, PLLC
 19206 SE 342nd Street
 Auburn, WA 98092

Attention: Allison Hunt, M.D.
Telephone: (951) 212-4869
Email: morguechic@icloud.com

To: Whatcom County Executive Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225
Attn: Tawni Helms
360-778-5208
thelms@co.whatcom.wa.us

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Agreement may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Agreement, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and subcontracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this Agreement, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor understands and agrees that any breach of these warranties may subject Contractor to termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

Contract for Services
Medical Examiner – Hunt Forensics

- 40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations:
This Agreement constitutes the entire agreement between the parties with respect to the subject matter. There are no other commitments or agreements between the parties with respect to Contractor's commitments.
- 41.0 Contract Reopener
Within the first year of the agreement, the Parties mutually agree to re-open the contract for renegotiation if the cost for body transport is significantly higher, the need for additional equipment is necessary to perform the work and/or the number of autopsies is significantly higher than 130 per year as projected for this budget.
- 41.1 Severability:
If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- 41.2 Waiver:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of either Party to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Agreement, shall be brought to the attention of the other party at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
 - b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
 - c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
 - d. Arbitration:
Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and

the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Agreement shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Agreement are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor shall fulfill the responsibilities of the office and function of the Medical Examiner ("ME") as established by the Revised Code of Washington (RCW) 68.50. There are several reasons why a ME is to be utilized in the determination of the cause and manner of death. They include: (1) murder shall be determined and recognized; (2) the innocent shall be exonerated; (3) criminal and civil court proceedings will be provided with documented and impartial medical advice; (4) unrecognized hazards to public health shall be revealed; and (5) industrial and/or workplace hazards shall be made known to the public.

In order to reach and provide these services, the ME by statute assumes jurisdiction over human remains and personal property on or touching the body in these cases. The ME, after a thorough investigation, is to determine the cause and manner of death.

RESPONSIBILITIES OF MEDICAL EXAMINER

The ME shall personally provide ME services under this Agreement or when personally unavailable will contract for those services at ME's expense. ME will provide services ME coverage 24 hours per day, 365 days per year. The ME shall perform ME services including but not limited to the following:

1. Arrange for the transportation of bodies.
2. Investigate all deaths pursuant to RCW 68.50.
3. Be available to law enforcement and in turn have access to law enforcement expertise, experience and personnel and assistance.
4. Create and file such medical records as are needed or required by statute and good medical procedure.
5. Extend and receive the full cooperation from all levels of county government appropriate to the investigation of death as determined by the ME.
6. Authority and duty to serve as a representative to the trauma quality assurance committee of St. Joseph Hospital.
7. Teach paramedics and emergency technicians, police and fire department trainees regarding any techniques and/or requirements of death investigations.
8. Liaison and work with the County Health Department regarding issues of public health, infectious diseases, toxins and poisons.
9. Be a representative on the Whatcom County Disaster Management Committee.
10. For autopsies performed after the effective date of this agreement, provide courtroom testimony and consultation services for the prosecuting attorney, public defender, and law enforcement agencies on autopsies, interpretation of injuries on deceased, toxicology testing (within the scope of a medical examiner's practice) and interpretation.
11. Maintain and oversee the personnel, equipment, supplies, etc. to perform the duties of the Medical Examiner Office.
12. Obtain and oversee substitute professional coverage when the ME is unavailable for any reason. Any such coverage shall be consistent with this Agreement and the standards of the College of American Pathology for autopsies.
13. Administration of indigent cremation burial program on behalf of Whatcom County.
14. Create and maintain all documents, reports, and evidence necessary to perform the function of the Medical Examiner Office in accordance with relevant legal and professional standards.
15. Maintain current certification, stature, and licensure to perform the duties of Medical Examiner.
16. Maintain and oversee the morgue facility.
17. Makes recommendations as necessary as a member of Child Death Review Committee along with DSHS, Health Department, schools, courts, Prosecutor, Sheriff, and Police Department.
18. The ME shall perform all duties consistent with and pursuant to all applicable federal, state, and local laws and regulations.

The ME shall work directly with local law enforcement agencies to develop and implement agreed-upon policies concerning the notification of the next of kin for the deceased and for the disposition of the deceased's personal effects.

Subject to all applicable laws, the Whatcom County Medical Examiner shall work collaboratively with a variety of important community stakeholders such as Law Enforcement, Emergency Medical Services, Prosecuting Attorneys, Funeral Home Directors, Physicians, and family support officers to ensure professional and responsive engagement with the Medical Examiner Office that serves our community and its citizens with integrity and professionalism.

The ME shall also strive to accommodate the religious needs of families whose religious faiths may require special services surrounding autopsies. This effort will be made in good faith to serve Whatcom County's diverse community without compromising the lawful duties and obligations of the Medical Examiner.

The Medical Examiner will work with the County to develop specific procedures that assure ongoing and adequate Medical Examiner Contract for Services
Medical Examiner – Hunt Forensics

Services should the existing contractor be unable to perform the services of a Medical Examiner. The Medical Examiner will cooperate with the County to the fullest extent possible in the development of the procedures. The Medical Examiner shall be responsible for completing workload reports on a quarterly basis to include the number of autopsies and respective completed reports. For auditing purposes, the Medical Examiner will submit on a bi-annual basis, an autopsy report with the number of autopsies performed and the corresponding case number for each to allow for state reimbursement as per RCW 43.79.445.

The Whatcom County Medical Examiner agrees to prioritize the Whatcom County Medical Office and all of its obligations over and above any other jurisdictional request for services; subject to the foregoing, Contractor is free to perform services for other parties. Should the ME agree to perform work outside the scope of this Agreement, the work will occur with the mutual consent of both parties to this agreement.

EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor \$49,033 per month consistent with Exhibit "C" Budget. Contractor will provide quarterly activity reports and upon request provide source documents such as payroll summaries identifying employee, hours worked and amount of compensation. This Agreement allows for an annual cost adjustment of 2% as noted in years 2023 and 2024.

Except as outlined below, maximum consideration for Medical Examiner Services shall not exceed \$588,400 for year 2022.

For the period of January 1, 2022 through December 31, 2022	\$588,400 + payroll costs for 6-month transition staff (\$38,000)
For the period of January 1, 2023 through December 31, 2023	\$600,168 includes 2% annual adjustment
For the period of January 1, 2024 through December 31, 2024	\$612,171 includes 2% annual adjustment
For the period of January 1, 2025 through December 31, 2025	\$624,414 includes 2% annual adjustment

TRANSITION SCOPE:

In addition to the above amounts, Whatcom County will, upon invoice, reimburse the Medical Examiner for costs associated with the continued employment of the current Office Manager and Investigator for a duration of no more than six months.

Current Office Manager: \$2,500/mo. x 6 months = \$15,000
Investigator: \$3,833/mo. x 6 months = \$22,998

The additional employment costs for these two employees to be retained for 6 months shall not exceed \$38,000. The employment of these individuals shall be at-will in nature and subject to the full and unqualified discretion of Contractor as to the terms and conditions of employment, and the County shall have no authority to alter such terms on behalf of Contractor. Contractor assumes no obligation to employ or engage any person for any particular term or under any particular conditions.

EXTRAORDINARY EVENT:

In the event a catastrophe should occur in Whatcom County, with multiple deaths in excess of any reasonable expectation (for these purposes four or more deaths happening in or around the same event), the Contractor shall be permitted to request the Agreement be reopened to review the possible need for additional compensation, and the parties shall in good faith seek to address the request for additional compensation.

INVOICING:

The ME will provide the County with monthly invoices for Medical Examiner services. The ME will bill actual cost for transitional staff for up to six months of employment. Payment is reimbursement only and shall not exceed \$38,000. Copies of receipts must be attached to invoice for reimbursement. Payment will be made no more than one time per month. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

EXHIBIT "C" - Budget

Hunt Forensics		
Whatcom County Medical Examiner's Office Budget		
DESCRIPTION	PURPOSE	AMOUNT
Medical Examiner - Forensic Pathology	Forensic Pathology and Medical Examiner Services, ME substitute coverage, insurance, and benefits	\$300,000.00
Officer Manager	salary - including benefitis - full time position	\$90,000.00
Office Assstant	part- time position; no benefits; M-F 9:00-2:00	\$32,500.00
INVESTIGATORS:		
On Call Pay	365/24/7 Coverage; \$32/hr (x 2) - paid for 2hours to be on call)	\$23,360.00
Scene Response Pay	\$32/hour; based on 1 scene every 2 days; 187.5/year*	\$23,360.00
Reserve		\$1,480.00
Technician	Part-time position** no benefits; M-F 9:00-2:00; \$31/hour	\$40,300.00
Transportation	Transport services contract	\$15,000.00
Professional Services	toxicology, histology, x-rays, genetics, neuropathology; etc	\$20,000.00
Funeral home Services	Contractual services	\$9,000.00
Office Supplies and Postage	Administrative Supplies	\$2,400.00
Operating Supplies	body bags, seals	\$12,000.00
Small Tools & PPE		\$3,500.00
Staff Cell Phone and Computer		\$4,500.00
Education and Training	Professional Development - Staff	\$5,000.00
Internet and Office Phone	access high-speed internet - phone	\$6,000.00
	Total Budget	\$588,400.00

EXHIBIT "D"

(CERTIFICATE OF INSURANCE)

EXHIBIT "E"

E-Verify Declaration

I. CONTRACTOR INFORMATION

<i>Contractor Name:</i>		<i>Phone:</i>	
<i>Contact Person:</i>		<i>Fax:</i>	
<i>Address:</i>			

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000. or higher.

www.uscis.gov/e-verify

Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title