Whatcom County Contract No.

202010009

CONTRACT FOR SERVICES
Bayside Pathology, Inc.

__Bayside Pathology, Inc. __, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp.__1___ to _8___,
Exhibit A (Scope of Work), p. __9__,
Exhibit B (Compensation), p __10__,
Exhibit C (Certificate of Insurance), p 11.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the __1st___ day of __January_____, 20 _21__, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the _31st_____ day of ___December_____, 2021___.

The general purpose or objective of this Agreement is to provide reimbursement for all medical examiner services consistent with the Whatcom County Code, Charter, and Washington State law, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for this agreement shall not exceed $605,000 for 2021. In addition, Whatcom County will reimburse Contractor for reasonable lab studies, phones and x-ray expenses. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 32.1, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

Bayside Pathology, Inc.
Gary Goldfogel, M.D., President

_____
Gary Goldfogel, M.D. President

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20 __, before me personally appeared Gary Goldfogel, M.D., to me known to be the President of Bayside Pathology, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____
NOTARY PUBLIC in and for the State of Washington, residing at
_____. My commission expires _____.

WHATCOM COUNTY:

Approved as to form:

_____
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____
NOTARY PUBLIC in and for the State of Washington, residing at
_____. My commission expires _____.

CONTRACTOR INFORMATION:

Gary Goldfogel, M.D.

Address:
1500 N. State Street
Bellingham, WA 98225

Mailing Address:
Same

Contact Name: Gary Goldfogel, M.D.

Contact Phone: 360.738.4557

Contact FAX 360.922.7054

Contact Email:ggoldfogel@gmail.com

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.

1.0 Permitted Use of Facility:

The premises owned by the County known as 1500 N. State Street, Bellingham has county-designated space to be used for the operation of the Medical Examiner Office and Morgue. A single parking space is provided for the ME as further described on Attachment A, floor plan. Use will be restricted to those services described in Exhibit A. All improvements will require the approval of the County unless otherwise specifically agreed upon in writing by both parties.

The Contractor shall be responsible for:

- security of his/her space, records, and operations
- janitorial services and necessary supplies
- appropriate and adequate disposal of all hazardous waste generated by the service performed
- adherence to County maintenance and operations guidelines; i.e. protocols for exhaust fans, etc.
- timely notification of equipment repair and/or replacement needs

The County shall be responsible for:

- maintenance and repairs of the building exterior as well as the HVAC, electrical and plumbing systems
- repair and replacement of capital equipment
- reasonable cost of water, heat, and power

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract 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 parties may elect to (but have no obligation) to extend this Agreement beyond December 31, 2021. The parties shall begin any negotiations over an extension (including Contractor's future compensation) no later than August 1, 2021. The parties acknowledge that this Agreement shall end on December 31, 2021 absent the parties executing an agreement extending the term.

11.1 Termination for Default:

Termination of the contract with the Medical Examiner only for default and/or other good cause shall be by decision of the County Council upon the recommendation of the Whatcom County Medical Examiner Council.

The Whatcom County Medical Examiner Council is described as follows:

(a) Composition of Council. This council shall be composed of the following individuals or officially designated alternates invited to attend:

(1) Whatcom County Executive
(2) Whatcom County Prosecuting Attorney
(3) Whatcom County Sheriff
(4) Whatcom County Health Officer
(5) Board-certified forensic pathologist
(6) City of Bellingham Police Chief
(7) Police Chief of another city in Whatcom County

It is understood that in the absence of the Prosecuting Attorney, the designated alternative is limited to the Chief Criminal Deputy Prosecutor.

The board-certified forensic pathologist member shall be recommended by the medical examiner and approved by the medical examiner council membership. The police chief position for a city other than Bellingham shall be selected by the cities' police chiefs and rotate periodically.

The advisory council shall meet at least once a year to review the medical examiner function. A majority of the members of the council may call for a special meeting, if necessary.

(b) Authority of the Medical Examiner Council. The Medical Examiner Council has been formed for the following purposes:
(1) To review the policies and procedures of the Whatcom County Medical Examiner;
(2) To review the performance of the medical examiner and make annual written reports to the county council and executive;
(3) To report to the county and medical examiner the various jurisdictional needs for the medical examiner function.

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 with sufficient documentation to support 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 contract. 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 arising from the 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 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, until the Administrative Officer determines that such failure to perform has been cured. Withholding under 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, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth 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 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 under 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 Contract 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, except as specified in Exhibit "B", 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.

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 breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The County continues to designate Dr. Goldfogel as its Medical Examiner pursuant to RCW 36.24 and the County Charter. Dr. Goldfogel will insure that all services contemplated by this Agreement are performed to applicable, national standards. The County understands and agrees that the ME may assign individual tasks or coverage responsibilities to other qualified individuals subject to those same standards and at Contractor's expense.

30.3 No Guarantee of Employment:

The performance of all or part of this contract 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.

31.2 Patent/Copyright Infringement: Not Applicable

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 contract 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 contract termination, 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 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

1) Commercial General Liability coverage –
   a) Property Damage - $1,000,000.00 per occurrence;
   b) General Liability & Bodily injury- $1,000,000.00 per occurrence

A Certificate of insurance that also identifies the County as an additional insured for the above-stated coverage is attached hereto as Exhibit "C". This insurance shall be considered as primary and noncontributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

Professional Liability - $1,000,000.00 per occurrence:

If the professional liability insurance is a claims made policy, and if the contractor discontinues coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.3 Defense & Indemnity Agreement:

The County agrees to defend, indemnify, and save harmless the Contractor from and against all loss or expense, including but not limited to judgments, settlements, attorneys; fees and costs by reason of any and all claims and demands upon the Contractor, for work performed by Contractor for the County that falls within the scope of services provided for herein. In case of any claim or suit brought against Contractor by any third party for damages alleged to have been incurred by such party for work performed, or failure to perform work, under the terms of this contract, Contractor shall immediately tender his defense of such claims and/or suits to the County and shall cooperate fully with the County in the defense of such claims and/or suits. Failure to so tender and cooperate in the defense of those claims and/or suits shall release the County from its duty to defend and indemnify as provided for herein.

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 insure 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: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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 contract 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:

Tawni Helms, Administrative Coordinator
311 Grand Avenue, Suite 108
Bellingham, WA 98225
(360) 778-5208

37.2 Notice:

Except as set forth elsewhere in this Agreement, for all purposes under this Agreement except services of process, notice shall be given by the contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor or all purposes under this Agreement shall be given to the address provided by the Contractor hereinabove in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

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: Not Applicable

41.1 Severability:

If any term or condition of this contract 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 contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County 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 Contract Documents, shall be brought to the attention of the County 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 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, including expense, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be enforced 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.

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 Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 21.1, 22.1, 30.1, 32.1, 33.1, 34.3, 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 County continues to designate Dr. Goldfogel as its Medical Examiner (ME) authorized to investigate sudden, unexpected, violent, suspicious or unnatural deaths. The purpose of the ME is to bring trained medical evaluation into the investigation of those deaths that are a concern to the public health, safety and welfare.

The office and function of the ME is 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 in these cases. The ME, after a thorough investigation, is to determine the cause and manner of death.

The ME will insure that the County has coverage 24 hours per day, 365 days per year for the performance of the following functions:

1. Arrange for the transportation of bodies.
2. Investigate all deaths as previously described in this paragraph.
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. Create and oversee sexual assault protocol, transfer all evidence form hospital emergency department, create and maintain chain of evidence custody record, obtain appropriate laboratory testing of patient specimens, create summary report and opinion report for prosecution and law enforcement, work with emergency room and Health Department to treat victims for possible pregnancy or transmission of sexually transmitted diseases.
11. Provide courtroom testimony and consultation services for the prosecuting attorney, public defender, and law enforcement agencies on autopsies, interpretation of injuries on both living and deceased, toxicology testing and interpretation (including legal ethanol analyses).
12. Maintain and oversee the personnel, equipment, supplies, etc. to perform the duties of the Medical Examiner Office.
13. Obtain and oversee substitute professional coverage when the ME is unavailable for any reason. Any such coverage shall be consistent with this contract and the standards of the College of American Pathology for autopsies.
14. Administration of indigent cremation burial program on behalf of Whatcom County.
15. 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.
16. Maintain current certification, stature, and licensure to perform the duties of Medical Examiner.
17. Maintain and oversee the morgue facility.
18. Makes recommendations as necessary as a member of Child Death Review Committee along with DSHS, Health Department, schools, courts, Prosecutor, Sheriff, and Police Department.

The County understands and agrees that the ME may assign individual tasks or coverage responsibilities to other qualified individuals subject to national standards and at the Contractor's expense. The ME shall not have authority or responsibility over the personal effects of the deceased or the responsibility or authority for notifying the next of kin to the deceased. These functions shall remain with the appropriate police and/or law enforcement agency. The ME shall not have authority or responsibility for making probate arrangements of the deceased.

The County in consultation with the Medical Examiner will develop specific procedures that assure ongoing and adequate Medical Examiner Services should 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. 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.

EXHIBIT "B"
(COMPENSATION)

All payments under this contract are considered reimbursement for services rendered. Except as outlined below, maximum consideration for Medical Examiner Services shall be $605,000 for 2021.

Whatcom County will (in addition to the amount listed above) reimburse Medical Examiner on a quarterly basis for reasonable expenses for lab studies, phones and x-rays. Invoices will include documentation and receipts as appropriate for allowable reimbursement.

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 contract 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.

The ME will provide the County with monthly invoices for Medical Examiner services. 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.