

PHYSICIANS LABORATORY
AUTOPSY SERVICES CONTRACT AGREEMENT

PURPOSE

THIS AGREEMENT (hereinafter "Contract") for Autopsy Services, made and entered into this ____ day of _____, 201_ by and between Physicians Laboratory Services Inc. & Physicians Laboratory, P.C., 4840 F Street, Omaha, NE 68117, hereinafter called "Contractor", and Lancaster County, a political subdivision of the State of Nebraska, hereinafter called "County".

WITNESS, that:

WHEREAS, Contractor is the owner and operator of a firm which performs autopsy services; and

WHEREAS, the County, desires the Contractor to provide autopsy services for forensic cases during the term of this Contract and any renewal thereof; and

WHEREAS, the Contractor is willing to provide autopsy services as requested by the County through the Lancaster County Attorney's office or designee pursuant to the terms set forth herein during the term of this Contract; and

WHEREAS, the parties desire to set forth in this Contract the terms and conditions under which Contractor will supply autopsy services and to specify the responsibility of each of the parties in connection with the Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. ROUTINE AUTOPSY

A complete, routine autopsy consists of the following:

- 1.1 Examination of head, neck, trunk, extremities, bowel, all organs with representative tissue retention.
- 1.2 Microscopic examination when deemed necessary.
- 1.3 Signed autopsy reports will be available at the completion of the autopsy.

2. ADDITIONAL PROCEDURES

- 2.1 Additional procedures will include the following activities in addition to those performed in the routine autopsy:

- 2.1.1 Collection of materials including body fluids, cultures and tissue for diagnosis pertaining to cause of death.
- 2.1.2 Collect cultures and specimens as required (respiratory viral, hepatitis, HIV, DNA, genetic, etc);
- 2.1.3 Collect fluid samples for toxicology testing;
- 2.1.4 Prepare standard slides from tissue samples;
 - 2.1.4.1 Perform additional special stains on slides for diagnostic purposes;
- 2.2 When requested, an inspection at a death scene in homicide and suspicious death cases.
- 2.3 Designees of the County will be allowed to view the autopsy procedure. Each person will be required to sign in for each case reviewed.
- 2.4 In addition, at no additional cost, unless such costs is agreed upon in writing between the parties prior to the provision of such service, Contractor shall:
 - 2.4.1 Participate in the collection of trace evidence with criminalistic teams (hair, fibers, sexual assault, gunshot residue, paint chips, etc.) as requested;
 - 2.4.2 Participate in the collection of physical evidence (bullet(s), knife(s), etc.) as requested;
 - 2.4.3 Take or direct all appropriate photography (for evidence, court training, etc.); and
 - 2.4.4 Coordinate, direct, and interpret X-ray filming and reporting.

3. COUNTY'S OBLIGATIONS

- 3.1 The County will arrange transportation of deceased to the morgue.
- 3.2 The County will pay a morgue and radiology fee for the deceased to Douglas County.
- 3.3 The County will notify Contractor if a deposition is requested and scheduled. The deposition fee charge provided in the fee schedule in Attachment A will be submitted to the party requesting the deposition.
- 3.4 The County agrees to pay Contractor for the time a pathologist is in court for expert testimony pursuant to the fee schedule in Attachment A.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Contractor agrees to provide qualified pathologists for the fulfillment of autopsy services including depositions and court testimony. The pathologists will be available as follows:
 - 4.1.1 Contractor's pathologists will consult with County representatives within 8 hours of County calls;

- 4.1.2 Contractor's pathologists will be present at the morgue facility to perform the services within 24 hours of County calls;
 - 4.1.3 Contractor's pathologists will be available on reasonable notice to provide deposition and/or trial testimony.
 - 4.1.4 Contractor's pathologists agree to participate in consultation with Coroner, Law Enforcement and County Attorney staff, and other specialists and officials as required by the County.
- 4.2 Contractor will collect and process samples according to the prevailing local standard of care for the industry and according to standard laboratory protocols. Contractor shall ensure the proper evidentiary and chain of custody rules when handling, labeling, storing and transporting specimens.
- 4.3 Contractor will coordinate with Douglas County to provide morgue facilities with maximum storage of 9 deceased individuals. Contractor will coordinate with Douglas County to provide a fully equipped morgue including overhead supplies (lights/electricity, water, gas, etc.), radiography equipment, biological waste containers, and disposal. Contractor will provide personal protective equipment (PPE), autopsy equipment and supplies, histology equipment and supplies, camera equipment, and dictation system.
- 4.3.1 Throughout the term of this Contract, Contractor shall obtain and maintain any and all necessary permits, certifications, licenses, variances, status, and approvals required by any applicable law or regulation that relate to Contractor's services provided pursuant to this Contract. If the licenses of the Contractor or Contractor's employee(s) or member(s) are suspended or revoked, or if the Contractor or the Contractor's employee(s) or member(s) fail to obtain or maintain any other permit, certification, license, variance, status, or approval impairing Contractor's ability to perform under this Contract, Contractor shall immediately notify County.
- 4.4 In implementation of such assurance and without limiting the obligations of Contractor otherwise set forth in this Contract or imposed by applicable law, Contractor hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Contractor performs on behalf of County.
- 4.5 At termination of this Contract, Contractor shall destroy or properly guard all protected health information received from County that Contractor still maintains in any form.

- 4.6 The Parties agree that this Contract may be amended from time to time only by a written instrument executed by both parties subsequent to the effective date of this Contract.

5. TERM OF AGREEMENT

- 5.1 This Contract shall be effective for a term of five (5) years from the date of execution by both parties (“the Initial Term”). Thereafter, the parties by written amendment may renew the Contract for an additional Renewal Term or Terms unless terminated as provided below. The Initial Term and any Renewal Term or Terms shall constitute the term of the Contract.
- 5.1.1 All terms and conditions shall remain the same and in force during the term of the Contract.

6. TERMINATION OF AGREEMENT

- 6.1 Termination for Convenience. The County reserves the right to terminate any part of or the entire Contract without cause and at any time provided the Contractor is given thirty (90) calendar days written notice.
- 6.1.1 The Contractor may cancel said Contract without cause upon ninety (90) calendar days written notice (to allow sufficient time for the County to secure another provider).
- 6.2 Termination for Cause. This Contract may be terminated by either party, with cause, by either party notifying the other party in writing, of intent to terminate and the specific cause(s) for such termination. Cause for termination by the County may include if the Contractor:
- 6.2.1 Refuses or fails to supply enough properly skilled pathologists or proper equipment to satisfactorily provide complete needs assessment as requested.
- 6.2.2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
- 6.2.3 Otherwise commits a material breach of any provision of this Contract.
- 6.3 Termination for Cause Process. The County and the Contractor shall have the following obligations upon termination for cause.
- 6.3.1 The party requesting termination shall notify the other party, in writing, of its intent to terminate and the specific cause(s) for such termination.
- 6.3.2 The defaulting party shall have ten (10) calendar days to address and/or correct the defect to the satisfaction of the other party.

- 6.3.2.1 If said defect(s) is/are resolved within such period, the cause is removed and termination is rescinded.
- 6.3.2.2 If defect(s) is/are not resolved within such period, termination will occur on the tenth (10th) calendar day following receipt of the original termination notice.

7. FEE SCHEDULE / BILLING

- 7.1 Contractor will bill monthly and collect all charges for autopsy services and additional procedures pursuant to the Fee Schedule provided in Attachment A. Morgue fees and radiology fees are billed by Douglas County and are not included as part of this Contract.
- 7.2 Payment for services is due net 30 days.
- 7.3 If Contractor does not directly perform testing, only an appropriately licensed referenced laboratory will be used.

8.0 INDEPENDENT CONTRACTOR STATUS

- 8.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
- 8.2 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of worker's compensation liability, solely employees of Contractor and not employees of the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.
- 8.3 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.

9.0 INDEMNIFICATION

- 9.1 Each party ("the indemnifying party") shall indemnify and hold harmless the other party ("the indemnified party"), its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from the performance of this Contract, provided that any such

claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished (under this Contract) including the loss of use resulting therefrom (collectively, "losses") but only to the extent the losses are caused in whole or part by any negligent, wrongful, or intentional act or omission of the indemnifying party, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused in part by the indemnified party. In the event the losses are caused in part by the negligent, wrongful, or intentional act or omission of the indemnified party, the indemnifying party's indemnification shall be prorated based on the extent of the liability of the indemnified party. Nothing herein shall be construed to be a waiver of County's sovereign immunity.

10. FORCE MAJEURE

10.1 No party of this Contract shall be liable for failure to perform any duty or obligation that said party may have under the Contract where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the reasonable control of the party who had the duty performed.

11. SEVERABILITY

11.1 If any provision of this Contract is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid enforceable substitute provision which is as similar in effect to the deleted provision as possible.

11.2 The remaining portion of the Contract not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Contract.

12. GOVERNING LAWS

12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

13. SECTION HEADINGS

13.1 Section headings contained in this Contract are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Contract.

14. NOTICE

14.1 All notices hereunder shall be in writing, personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows and shall be effective as of the date of personal delivery or mailing:

CONTRACTOR:
Physicians Laboratory Services, Inc.
4840 F St
Omaha, NE 68117
Phone: (402)731-4145
Fax: (402)738-8653

COUNTY:
Name: Lancaster County Attorney's Office
Address: 575 South 10th Street
City, State, Zip: Lincoln, NE 68508
Phone: (402) 441-7321
Fax: (402) 441-7336

Either party may change its address to which notices shall be sent by a notice provided pursuant to this Section 14.

15. THIRD PARTIES

15.1 This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the parties to this Contract. Each party shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than the other party to this Contract.

16. INSURANCE

16.1 The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by

the County prior to execution of the Contract and may require submission of financial information for analysis.

16.2 The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

16.3 Contractor shall maintain Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns. This Contract constitutes the entire understanding of the parties and supersedes all prior contracts, agreements, and negotiations between the parties whether verbal or written concerning the subject matter of this Contract.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this Contract.

CONTRACTOR

COUNTY

Signature

Signature

Robert E. Bowen, M.D.
Printed Name

Printed Name

President
Title

Title

Physicians Laboratory, PC
Name of Corporation

Name of County

4840 F Street
Address

Address

Omaha, NE 68117
City, State Zip

City, State Zip

ATTACHMENT A
FEE SCHEDULE

<u>SERVICE</u>	<u>FEE</u>
Autopsy, Routine	\$1200.00/case
Autopsy Court Preparation/Deposition Fee	\$350.00/hour
Autopsy Court Appearance	\$500.00
Histology H&E	\$30.00/slide
Histology IHC	\$85.00/Per Stain
Histology Special Stain Group 1 & 2	\$50.00/Per Stain
Comprehensive Drug Panel, Blood	\$235.00
Comprehensive Drug Panel, Vitreous	\$310.00
Comprehensive Drug Panel, Tissue	\$310.00
Drugs of Abuse Panel, Blood	\$175.00
Drugs of Abuse Panel, Tissue	\$245.00
Drugs of Abuse Extended	\$200.00
Electrolyte Panel	\$100.00
Ethylene Glycol	\$165.00
Extended Storage 1 Yr (Toxicology Sample)	\$205.00
Psychoactive Substances Panel	\$160.00
Sexual Assault Panel	\$320.00