

ADAMS COUNTY, COLORADO  
CORONER'S FORENSIC SERVICE AGREEMENT

CONTRACTOR: MICHAEL ARNALL, M.D.

THIS AGREEMENT ("Agreement") is made this 26<sup>th</sup> day of June 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601 ("County") on behalf of the Adams County Coroner Monica Broncucia-Jordan, located at 330 N. 19<sup>th</sup> Avenue, Brighton CO 80601 ("Coroner"), and Dr. Michael Arnall, located at 16683 Tower Road, Brighton, CO 80601 (Contractor"). The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

Contractor is being awarded this Agreement as a result of the County's 2013.020 RFP Pathology Services Coroner's Office request for proposal process and Contractor's response thereto. This agreement is expressly authorized pursuant to the provisions of § 30-10-609, *et seq.*, C.R.S, as amended. The Coroner specifically delegates to the Contractor, under this Agreement, responsibility for the forensic component of the duties performed by the Coroner's Office. Accordingly, the Contractor shall perform the following:

- a. Contractor shall be functionally available to the Coroner's Office, Monday through Friday, during normal business hours, which are 8:00 a.m. to 5:00 p.m., excluding county holidays, and shall be present at death scenes as requested by the Coroner or her designee.
- b. Contractor shall also provide weekend coverage as requested by the Coroner for mass fatality incidents, cases of public health interest, criminal cases requiring immediate attention, and cases where religious preferences deem it necessary.
- c. Contractor shall perform all autopsies at the Adams County Coroner's autopsy facility unless otherwise approved by the Coroner. Autopsies shall be performed as soon as reasonably possible, once the need for an autopsy has been determined.
- d. Contractor shall perform the services of this agreement in a manner consistent with College of American Pathologists (CAP) standards and agrees to the performance and delivery of described services in a timely manner.
- e. On a daily basis or as otherwise practicable, the Contractor shall consult with the Coroner or her designee on cases under the Coroner's jurisdiction. Contractor shall provide forensic expertise to the Coroner and her designee.
- f. All autopsies performed shall be full body, unless otherwise agreed upon between the Coroner and Contractor because doing so would expose personnel to extreme health hazards.
- g. Contractor shall determine the actual or suspected cause of death and assist in determining the manner of death as soon as practicable after each autopsy. The

final autopsy report shall be completed by the Contractor and submitted to the Coroner no later than forty-five (45) days after the completion of the autopsy, unless the Coroner grants an exception in writing. The report shall be in standardized format acceptable to the Coroner.

- h. Contractor shall, working within the disaster action plan of the Coroner's Office, respond to any disaster scene as required and/or requested by the Coroner. At such scene Contractor shall assist in the recovery and/or identification procedures. Contractor shall determine, or assist in the determination of, the cause and manner of death of disaster casualties. The Contractor shall work harmoniously with any other professionals or agencies that may be called upon to assist the Coroner in such procedures.
- i. Contractor shall attend business related meetings during normal business hours, as requested by the Coroner.
- j. Contractor must notify Coroner before proceeding with additional formal consultation by other professionals on Coroner cases. Consultants must be approved by the Coroner.
- k. Contractor will adhere to the Coroner's directives and established policies and procedures for office and personnel management.
- l. Contractor acknowledges that Coroner is the record custodian of autopsy reports and all other records, reports, and specimens related to the performance of this Agreement and shall obtain permission from the Coroner prior to releasing such reports, records, and/or specimens to third parties.
- m. Contractor shall be solely responsible for the compensation of any outside personnel provided by Contract under this Agreement, including providing malpractice insurance and any additional benefits. All outside personnel operating under the Contractor shall be approved by the Coroner.
- n. Contractor may not be hired by the citizens to perform autopsies on cases that fall under the jurisdiction of the Coroner and the Coroner denies an autopsy, or on cases in which a known conflict of interest exists. With Coroner approval, Contractor may perform autopsies, for which he was hired by an outside source, at the Coroner's facility provided the established procedures for doing so are followed, and the established fee(s) is paid.
- o. Contractor, in his absence, shall provide a Board Certified Forensic Pathologist, approved by the Coroner, for coverage. The Contractor is responsible for ensuring that the Forensic Pathologist, provided for coverage, is available as stipulated by this agreement and adheres to the terms of this agreement.
- p. The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Coroner.

2. **RESPONSIBILITIES OF THE COUNTY:** The Coroner's Office, at its sole expense, shall provide to the Contractor, or other personnel employed and provided by the Contractor, the following:

- a. Office space and the usual amenities associated with office space;
- b. A morgue suitable for performing autopsies in accordance with accepted area industry standards;

- c. The basic instruments required to perform autopsies;
- d. An assistant to assist with autopsies;
- e. A transcriptionist;
- f. A professional quality microscope with which to perform microscopic examination;
- g. A computer for word processing, electronic mail transmission and receipt, and internet access;
- h. All reasonably necessary professional services needed by the Contractor to determine the cause and manner of death of an individual. Such services shall be per standard operating procedures at the Coroner's Office and mutually agreed upon with the Coroner. These services may include radiology, toxicology, forensic consultations, etc.
- i. Regular feedback to the Contractor concerning performance and interpersonal conduct.
- j. In the event that the Contractor, in the course of performing services pursuant to this Agreement, is injured by a County employee, the County shall pay for blood tests necessary to determine whether Contractor has, as a result, been infected by any disease, and for any medical treatment for the injuries caused by the County employee. In the event Contractor injures himself while performing services pursuant to this Agreement, Contractor shall be solely liable for any blood tests or resulting medical treatment. The County will test the deceased for communicable disease regardless of whether the injury is caused by the Contractor or a County employee.
- k. The Coroner shall be the sole judge of the Contractor's quality of performance.

**3. TERM:**

- 3.1. Term of Agreement: The term of this Agreement shall begin and become effective on June 1, 2013 and shall continue through May 31, 2014.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services.

- a. In consideration of the service of Contractor to be performed by the Contractor the County shall pay to the Contractor, eight hundred dollars (\$900) per autopsy.
- b. In addition, the County shall pay Contractor \$50 per hour for after-hours-on-the-scene responses which are requested by the Coroner. Mileage for use of a personal vehicle for the purpose of scene visitation shall be reimbursed at the standard per mile rate allowed by the County. Such time shall be documented and

invoiced to the County in a timely fashion.

- c. Invoice to the County shall be submitted for each case. Payment of the invoices by the County will be made within thirty (30) days of the receipt thereof.

- 5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
  
- 6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
  
- 7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
  
- 8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
  - 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
    - 8.1.1. Each Occurrence                      \$1,000,000
    - 8.1.2. General Aggregate                      \$2,000,000
  
  - 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
    - 8.2.1. Bodily Injury/Property Damage                      \$500,000 (each accident)

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- 8.4.1. Each Occurrence \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability policy and/or certificate of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

## **9. TERMINATION:**

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this

Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Adams County Coroner's Office  
Monica Broncucia-Jordan  
330 N. 19<sup>th</sup> Avenue, Brighton, CO 80601  
Phone: 303-659-1027  
Fax: 303-659-4718

Michael F. Arnall, MD  
16683 Tower Road, Brighton, CO 80601  
Phone:  
Fax:

Adams County Attorney's Office  
4430 South Adams County Parkway, Brighton, Colorado 80601  
Phone: 720-523-6116  
Fax: 720-523-6114

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an

instrument in writing that is signed by the parties hereto.

- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 10.12. Confidentiality: The Contractor shall strictly comply with and adhere to any and all state laws or professional ethical standards concerning the confidentiality of any information obtained during the performance of the Contractor's obligations under this Agreement.

**11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.



- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Michael Arnall MD  
Michael F. Arnall, MD

JUNE 19, 2013  
Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

