



Forensic Pathology Staffing

Agreement of Services

This agreement for independent contractor coverage (the "Agreement") between the Board of Commissioners, Franklin County, Ohio on behalf of Franklin County Coroner's Office ("Client") with location at 2090 Frank Rd., Columbus, Ohio 43223 ("LOCATION") and Forensic Pathology Services, LLC D/B/A Forensic Pathology Staffing ("FPS"), a forensic services consulting company, located at 4001 South Decatur Boulevard, Suite 37-227, Las Vegas, NV 89103, is hereby entered into, and made effective as of this day 15th of March, 2022 ("Effective Date").

1. Business Relationship

- a. **Intent of Relationship:** CLIENT is in need of providers to perform specific work duties, including but not limited to, forensic autopsies & external examinations. FPS is a national consulting firm specializing in providing contractors that perform forensic autopsies, external examinations, autopsy assistant duties, and consultation on all aspects of the Medical Examiner & Coroner system. CLIENT intends to engage FPS to present candidates whom CLIENT determines to be capable of performing the specific work duties desired.
- b. **Independent Contractor Status:** It is expressly acknowledged by the parties that the CLIENT and FPS are independent contracting parties, and FPS shall be deemed at all times to be an independent contractor and not an employee of the Client. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. FPS shall be responsible for paying any taxes applicable to payments made under this Agreement.
- c. **FPS Forensic Pathologists / Consultants as Independent Contractors:** CLIENT and FPS agree that any M.D., D.O., Medicolegal Death Investigator, Autopsy technician/assistant, or consultant of any kind presented to CLIENT is a contractor of FPS ("FPS Contractor(s)"). CLIENT & FPS agree that any and all payments due to FPS Contractors will be the responsibility of FPS. All medical, healthcare, or clinical decisions or actions shall be solely those of the FPS Contractors.

2. Specific Work Duties & Expectations

- a. **FPS responsibilities:** FPS agrees to present board certified Forensic Pathologists, board certified Neuropathologists, certified Pathology Assistants, certified Medicolegal Death Investigators, trained Autopsy Technicians, and experienced consultants for consideration in performing the expected work duties of the CLIENT. FPS will present a Curriculum Vitae ("CV") for each candidate brought forward, along with their national certification or proof of licensure in good standing, when applicable.
- b. **Client responsibilities:** CLIENT agrees to provide FPS Contractors with all the necessary tools, space, equipment, information, and appropriate time to perform the expected work duties. CLIENT also agrees to regard all FPS Contractors as professionals, and provide them with the same level of professionalism/standards of care as they would their own employees. CLIENT agrees to remit payment to FPS for all amounts properly invoiced for services rendered in accordance with Sections 8 and 10 of **Exhibit A**.
- c. **Pre-Placement Activities:** Prior to any assignment, Client agrees to review a proposed FPS Contractor's CV submitted by FPS and to notify FPS in writing within five (5) business days if any proposed FPS Contractor was already known to Client. If Client fails to so notify FPS, FPS will be deemed to have introduced Client to the proposed FPS Contractor. For the purposes of this Section 2(c) and Section 5 below, "known" shall mean that a proposed FPS Contractor has performed work for Client either directly, or on behalf of another staffing company, previously.
- d. **Accepting Placement:** Ultimately it is the responsibility of CLIENT to determine whether the candidate FPS has presented is capable of performing the desired work duties. CLIENT agrees to present a staff member who can accurately make this determination, either through phone call or video conference, prior to



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the first day of rendering services. CLIENT is not required, nor mandated, to accept any FPS Contractor for services. Client shall not be deemed to have accepted the placement of any proposed FPS Contractor unless such acceptance is provided to FPS in writing by Client.

3. Liabilities Coverage

- a. While an FPS Contractor is rendering services to CLIENT, FPS will provide medical malpractice professional liability coverage with limits of **\$1,000,000** per claim and **\$3,000,000** aggregate per calendar year. CLIENT agrees to notify FPS of any actions that have the potential to result in a malpractice claim/suit as soon as reasonably practicable. This section, 3.a, survives termination of this agreement.

4. Term and Cancellation of Agreement

- a. **Agreement Term:** This Agreement is effective as of the Effective Date and will remain in effect for a period of twelve (12) months, unless otherwise terminated under this Agreement.
- b. This Agreement may be renewed for up to three one (1) year terms upon written agreement by the parties.
- c. **Cancellation of Agreement:** This Agreement may be terminated at any time by either party, upon 30 days written notice to the other party. Any services performed by FPS Contractors up until the final day of the agreement is considered billable and the CLIENT will receive an invoice for all services performed up to the date of termination.
- d. **Cancellation of FPS Contractor:** Should CLIENT or an individual FPS Contractor decide to end the business relationship, each party may terminate services irrespective of this Agreement. Any and all cases that are pending, or awaiting further testing to determine final cause of death, are expected to be completed in order for FPS to receive remuneration for that FPS Contractor's services. All other FPS Contractors currently rendering services to CLIENT will continue to operate under this Agreement.
- e. This Agreement is contingent upon Client budgeting and appropriating the funds on an annual basis necessary for the continuation of this Agreement in any contract year. In the event that the funds necessary for the continuation of this Agreement are not approved for expenditure in any year, this Agreement shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Client. Client will provide FPS with written notification within thirty (30) days after being notified that the funding of the Agreement is no longer approved. Client will pay FPS for all services delivered through the date of termination.

5. Recruitment for Permanent Placement

- a. **Fees for Conversion:** Due to the current workforce shortage affecting the Forensics field, FPS and CLIENT understand and agree that CLIENT and an FPS Contractor may want to engage in a direct relationship. CLIENT agrees to reimburse FPS for their services in introducing and sourcing a quality candidate which CLIENT successfully takes on. The fee for conversion is \$25,000. CLIENT agrees this fee is appropriate for sourcing a qualified candidate during a national workforce shortage. This fee is payable to FPS before the signing of any contracts related to a direct relationship between FPS Contractor and CLIENT.
- b. Client will not be subject to any conversion fee provided that Client has notified FPS that the FPS Contractor was already known to Client pursuant to Section 2(c) of this Agreement or if the FPS Contractor has provided services to Client for a period of twelve (12) cumulative months.

6. Non-Discrimination and Equal Opportunity Provisions:

- a. FPS agrees that in the hiring of employees and FPS Contractors for the performance of work under the Agreement FPS shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. FPS or any person acting on behalf of FPS, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee or FPS Contractor hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.
- b. All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the



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Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

7. Acknowledgements:

- a. FPS is a Forensic Services Consulting Firm and is not a Medical Examiner or Coroner's Office, nor does it claim to be such.
- b. All employees, consultants, independent contractors, and any other person(s) associated with FPS, will render services to the CLIENT to the best of their ability. CLIENT has determined that FPS' consulting services are appropriate to provide the requested services outlined above.
- c. CLIENT agrees that FPS' past or present successes in consulting or recruitment efforts for any other office is in no manner a guarantee of future results. FPS makes no guarantee regarding results and specifically disclaims the same.
- d. This Agreement and any statement of work will be governed by, and construed according to, the laws of the state of Ohio. The parties hereby irrevocably consents to the exclusive jurisdiction and venue of the state courts in Franklin County, Ohio, for any and all claims and causes of action arising from or related to this Agreement.
- e. Neither party will be liable or responsible under any circumstances for any consequential, incidental, special, exemplary, punitive, or indirect damages of any kind, regardless of whether they arise in breach of contract, tort, or otherwise, or whether their possibility was advised. In addition, FPS shall not be responsible or liable to Client or any third party in connection with any act, omission, or occurrence that is beyond FPS's control, which includes the acts and omissions of FPS Contractors. This Section 7(e) survives termination of this Agreement.



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Exhibit A: Fees & Expense Reimbursement - Forensic Pathologist

8. Travel Expenses

- a) When mutual dates are agreed upon, FPS will purchase any agreed upon expenses required for their Forensic Pathologists, consultants, or any other parties requested by CLIENT to travel/arrive on-site and perform the expected work duties.
- b) CLIENT agrees to reimburse FPS for all costs associated with roundtrip flights, rental car purchases, gas receipts & lodging accommodations with respect to the travel in 7.a. FPS will provide CLIENT with any receipts of requested travel reimbursement.
- c) Travel expenses shall be invoiced to Client by FPS and paid by Client in accordance with the payment process set forth in Section 10 below.

9. Licenses & Malpractice Insurance Expenses

- a) CLIENT is not responsible, nor asked by FPS, to reimburse FPS for any state medical licenses that are obtained for FPS Contractors to be eligible to perform medical services at CLIENT.
- b) FPS holds a professional liability insurance policy / medical malpractice insurance policy covering all of its FPS Contractors. CLIENT is not expected to reimburse, or make any payments towards the policy premium for FPS Contractors to be considered covered while rendering services at CLIENT.

10. Fees for Services

- a) FPS agrees to provide Locum Tenens Forensic Pathologists to CLIENT at a rate of \$1400 per autopsy & \$600 per external examination, to be paid for by CLIENT. This rate is subject to negotiation between CLIENT and FPS.
- b) The total value of this Agreement shall have a not to exceed amount of \$720,000.00. FPS shall be responsible for monitoring the expenses authorized by Client and tracking spend under the Agreement. Should FPS incur expenses in excess of what was authorized by this Agreement, FPS shall be responsible for the expenses incurred. In the event that FPS determines that spend under this Agreement will exceed the total not to exceed amount, FPS shall notify Client no later than sixty (60) days from the date the funds will be exceeded and the parties shall work together to amend the Agreement as needed.
- c) FPS will submit monthly invoices to CLIENT stating all FPS Contractors who performed services. Each invoice will be itemized and will have any associated case numbers serviced by their respective FPS Contractor.
- d) CLIENT agrees to reimburse FPS at the rate(s) listed in Exhibit A within 30 days of the receipt of invoice via written check or ACH payment. Should CLIENT recognize any discrepancies in FPS' invoice & CLIENT's records of cases, CLIENT agrees to immediately notify FPS directly to provide FPS suitable time to perform an investigation. If required, a new invoice will be submitted for payment.
- e) Unless explicitly agreed upon by CLIENT and FPS, these rates will not increase by one-half for services performed on Federally recognized holidays.
- f) Client is tax exempt and will provide a tax exempt certificate to FPS upon request.

*Signature page follows



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By signature below, the parties agree to the terms and conditions listed above as of the Effective Date.

H. Giovanni Trilleras, Owner
Forensic Pathology Services, LLC D/B/A Forensic Pathology Staffing

Signature: H. Giovanni Trilleras Date: 2/17/2022

Dr. Anahi Ortiz, Franklin County
Coroner Franklin County Coroner's
Office

Signature: [Signature] Date: 3-16-2022

APPROVED AS TO FORM:

Gary G. Tyack
Prosecuting Attorney
Franklin County, Ohio

By: [Signature]
Assistant Prosecuting Attorney

Date: 2/17/22